

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT  
NO. 2

SEP 23 2010

TO LEASE NO.  
LMA04638

ADDRESS OF PREMISES **120 Front Street, Worcester, MA 01608**

THIS AGREEMENT, made and entered into this date by and between WORCESTER RENAISSANCE TOWERS LLC, C/O Berkeley Investments, Inc.

whose address is 121 High Street  
Boston, MA 02110

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 August 17, 2010, as follows:

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

LESSOR ~~WORCESTER RENAISSANCE TOWERS LLC, C/O Berkeley Investments, Inc.~~

BY

IN PRESEN

[Redacted signature area]

*vllc President*  
\_\_\_\_\_  
(Title)

*C/O Berkeley Investments  
121 High Street  
Boston, MA 02110*  
\_\_\_\_\_  
(Address of Witness)

Printed Name of Witness: *JOHN KAROFF*

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

BY

[Redacted signature area]

Contracting Officer  
\_\_\_\_\_  
(Official Title)

Supplemental Lease Agreement No. 2 to GSA Lease Number LMA04638, Page 2 of 3

A. Paragraph 1 of the lease contract is hereby deleted in its entirety and replaced with the following which amends the square footage:

"1. LESSOR HEREBY LEASES TO THE GOVERNMENT AND THE GOVERNMENT HEREBY LEASES FROM THE LESSOR THE FOLLOWING DESCRIBED PREMISES: An area of **5,518** Rentable square feet (RSF) consisting of approximately **4,585** BOMA Office Area square feet (USF) with a Common Area Factor of one point two zero three seven percent (**1.2035%**) of office and general purpose space located on the 8th Floor of the building located at 120 Front Street, Worcester, MA 01608 (hereinafter the "Building"), and identified on the plan entitled "████ Floor Plan" dated April 1, 2010, and attached hereto as Exhibit A, along with eight (8) structured parking spaces located at the Building, 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."

B. Paragraph 4 of the lease contract is hereby deleted in its entirety and replaced with the following which amends the annual rent:

"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 5:** Annual rent of **\$148,213.48** calculated at Shell Rent of \$61,415.34 (\$11.13 per RSF), Operating Cost Base of \$49,993.08 (\$9.06 per RSF), Tenant Improvements of \$36,805.06 (\$6.67 per RSF), and payable at the rate of \$12,351.12 per month in arrears and subject to CPI calculations per Paragraph 4.3 of the Solicitation For Offers Number 7MA2066, dated May 12, 2009 (hereinafter, the "SFO");

**Years 6 through 10:** Annual rent of **\$175,141.32** calculated at Shell Rent of \$88,343.18 (\$16.01 per RSF), Operating Cost Base of \$49,993.08 (\$9.06 per RSF), Tenant Improvements of \$36,805.06 (\$6.67 per RSF), and payable at the rate of \$14,595.11 per month in arrears and subject to CPI calculations per Paragraph 4.3 of the Solicitation For Offers Number 7MA2066, dated May 12, 2009 (hereinafter, the "SFO");

**Years 11 through 15:** Annual rent of **\$174,479.16** calculated at Shell Rent of \$124,486.08 (\$22.56 per RSF), Operating Cost Base of \$49,993.08 (\$9.06 per RSF), and payable at the rate of \$14,539.93 per month in arrears and subject to CPI calculations per Paragraph 4.3 of the Solicitation For Offers Number 7MA2066, dated May 12, 2009 (hereinafter, the "SFO");

via Electronic Funds Transfer to:

**WORCESTER RENAISSANCE LLC  
121 HIGH ST, 3rd Floor  
Boston, MA 02110-241"**

C. Paragraph 9 of the lease contract is hereby deleted in its entirety and replaced with the following which amends the percentage of occupancy:

"9. TAX ADJUSTMENTS: Referencing Paragraphs 4.2 "Tax Adjustment" and 4.2(b)9 "Percentage of Occupancy" of the SFO, the percentage of Government occupancy of the Building for real estate tax purposes is agreed to be **3.36%**."

D. Paragraph 10 of the lease contract is hereby deleted in its entirety and replaced with the following which amends the operating costs:

"10. 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 **\$49,993.08 (\$9.06 per RSF)** per annum. The Base Operating Cost shall be subject to annual adjustment as provided in Paragraph 4.3(a)2 of the SFO."

Initials:  &   
Lessor Gov't

Supplemental Lease Agreement No. 2 to GSA Lease Number LMA04638, Page 3 of 3

E. Paragraph 16 of the lease contract is hereby deleted in it's entirety and replaced with the following which amends the Tenant Improvement (TI) Allowance:

"16. **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 **\$232,046.85**, calculated at \$50.61 per BOMA Office Area Square Foot, and amortized over ten (10) years at the interest rate of 10.00%. 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 at the beginning of the eleventh (11th) year of the Lease Term, the rental rate will be reduced by \$36,805.06 (\$6.67 per RSF) to reflect full amortization of TI Allowance and the step in the shell rental rate, as indicated in Paragraph 4."

F. Paragraph 20 of the lease contract is hereby deleted in it's entirety and replaced with the following which amends the commission and credit amount to be paid by the Government:

"20. **COMMISSION AND CREDIT:** The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] per square foot per year of the firm term of this lease. The firm term of the Lease is ten (10) years multiplied by one dollar (\$1.00) multiplied by 5,518 RSF equaling a gross commission of [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] and shall be paid in four equal payments of [REDACTED]. The Lessor and the Broker have agreed to a cooperating lease Commission less the Commission Credit which totals [REDACTED] of which [REDACTED] is to be paid immediately and a net balance of [REDACTED] to be paid to the Broker upon 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 is \$12,351.12. The Shell Rent is \$5,117.95. The rental payment minus the prorated Commission Credit of [REDACTED] equals [REDACTED] which shall be the adjusted first month's rent.

Second month's rental payment is \$12,351.12. The Shell Rent is \$5,117.95. The rental payment minus the prorated Commission Credit of [REDACTED] equals [REDACTED] which shall be the adjusted second month's rent.

Third month's rental payment is \$12,351.12. The Shell Rent is \$5,117.95. The rental payment minus the prorated Commission Credit of [REDACTED] equals [REDACTED] which shall be the adjusted third month's rent.

Fourth month's rental payment is \$12,351.12. The Shell Rent is \$5,117.95. The rental payment minus the prorated Commission Credit of [REDACTED] equals [REDACTED] which shall be the adjusted fourth month's rent."

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

Initials:  &   
Lessor                      Gov't