

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL AGREEMENT  
No. SLA-2

DATE  
5-31-11

SUPPLEMENTAL LEASE AGREEMENT

TO LEASE NO.  
LMA-04793

ADDRESS OF PREMISES 151 Warren Street, Lowell, MA 01852

THIS AGREEMENT, made and entered into this date by and between American Stonehenge Realty Trust

whose address is: 10 George Street, Suite 210  
Lowell, Ma

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 as of May 4, 2011 by modifying the terms of lease:

1. Section 19 of the Lease is deleted in its entirety and the following is substituted:

- a. The Lessee agrees to pay the Lessor for the Construction Improvements as outlined in Section 7 of the Lease, as described in "Proposal to Lease Space," GSA Form 1364, section 15(a) in the amount of \$112,174.00, see the revised Exhibit "C," dated March ~~11~~, 2011 for further description.
- b. The Lessor shall be responsible for coordinating, supervising and construction for the Construction Improvements.
- c. Upon the completion of the Construction Improvements, Lessor shall notify the Lessee in writing of completion and within three (3) business days; the Lessor and Lessee shall inspect the space and compile the Punch List Items as outlined in Section 7(e), if any.
- d. Within thirty (30) days, the Lessor shall complete any reasonable Punch List Items and thereafter shall submit and invoice to the Lessee, including a copy of the revised Exhibit C, which shall contain the actual expenses incurred by the Lessor along with related contractors billing documentation.
- e. No later than thirty (30) days after the satisfactory completion of the Punch List Items, the Lessee shall pay the Lessor in full for the Construction Improvements, which in no event shall be less than \$112,174 unless approved in writing by the Lessor.
- f. In order to facilitate the Construction Improvements, Lessee and Lessor acknowledge that the Lessor may, at its sole and exclusive discretion; advance funds to pay contractors for the Construction improvements. Said payments are made for the convenience of the parties and shall not in any way modify the Lessee's obligations to pay the Lessor as described in Section 19(e) above.

(CONTINUED ON PAGE 2)

Initials: DM & \_\_\_\_\_  
Lessor Gov't

(CONTINUED FROM PAGE 1)

2. The original invoice shall be forwarded to:

Copy  
General Services Administration  
Thomas P. O'Neill, Jr., Federal Building  
Attn: Donna Sidman  
10 Causeway Street  
Boston, MA 02222

Original Invoice  
General Service Administration  
819 Taylor Street  
Accounts Payable  
Fortworth, TX 76102

3. FAR 52.246-12 Inspection of Construction and the GSAR 552-246-72 Final Inspection and Test are incorporated herein and attached. However, supervision of the work will be provided by the Lessor's designated representative as provided for in the cost estimate.

4. CONTRACTOR'S STATEMENT OF RELEASE: In consideration for the modification(s) agreed to herein as complete equitable adjustments for the contractor's proposal for the work to be performed in accordance with SLA-1, the contractor hereby releases the Government as of the date hereof from any and all liability under the contract for equitable adjustments relating to any alleged delay.

NOTE: THE LESSOR MUST REFERRECE THE GOVERNMENT PEGASYS DOCUMENT NUMBER ON THEIR INVOICE AS WELL AS THE CODING FOR FINANCE PURPOSE: 192X.PO0125100.80.25.516.MA5866ZZ RWA-N1167243 PS 002 0443

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

BY

IN PRESENCE OF

*T. M. Lee*

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

BY

Contracting Officer

*ORI Melchior* (Official Title)