

**SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL LEASE AGREEMENT NO. 1	TO LEASE NO. LMA04809	DATE 1/10/12	PAGE 1 of 2
ADDRESS OF PREMISES 120 Front Street, Worcester, MA 01608-1413			

**THIS AGREEMENT**, made and entered into this date by and between Worcester Renaissance Towers LLC

whose address is: c/o Berkeley Investments, Inc.  
121 High Street  
Boston, MA 02110-2493

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 considerations hereinafter mentioned covenant and agree that the said Lease is amended upon execution as follows:

A. To commence shell and operating rent for 12,841 rentable square feet (RSF) or 10,791 ANSI BOMA office area square feet (ABOA), hereby known as "existing space" beginning on 1/1/2012. Therefore Paragraph 5 of the lease shall be amended to read:

5. THE GOVERNMENT SHALL PAY to the Lessor, commencing on the Commencement Date rent as follows:

Years 1 through 5: Annual rent of \$273,384.89 payable at the rate of \$22,782.07 per month, in arrears and;  
Years 6 through 10: Annual rent of \$301,763.50 payable at the rate of \$25,146.96 per month, in arrears,  
via Electronic Funds Transfer to:

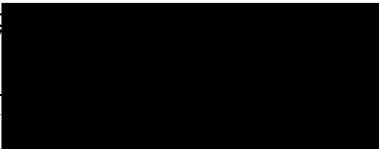
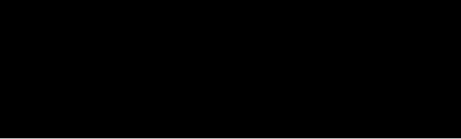
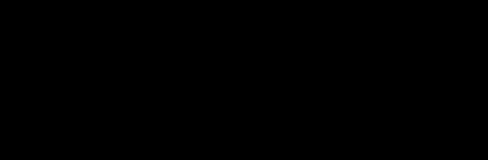
Worcester Renaissance Towers LLC  
c/o Berkeley Investments, Inc.  
121 High Street  
Boston, MA 02110-2493

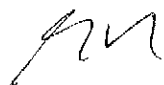
Rent for a lesser period shall be prorated on a per diem basis. The Government shall have the right to utilize the aforementioned six (6) reserved structured parking spaces at no extra charge.

B. The remaining space under this lease is hereby known as "expansion space" consisting of 1,670 RSF or 1,403 ABOA. Per section 5.11.H of the lease, shell and operating rent for the expansion space will begin upon substantial completion of the proposed alterations and space acceptance and will be memorialized via a Supplemental Lease Agreement (SLA).

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

<b>LESSOR</b>	
	NAME OF SIGNER: Steven Brooks, Vice President
	INVESTMENTS, 121 HIGH ST, BOSTON, MA 02110
<b>IN PRESENCE OF</b>	
	NAME OF SIGNER MARC D BARBER
<b>UNITED STATES OF AMERICA</b>	
	NAME OF SIGNER: Thomas McNaughton
	OFFICIAL TITLE OF SIGNER: Contracting Officer



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C. The firm term of the lease will begin upon substantial completion of the proposed alterations. The Tenant Improvement allowance expended will be reconciled and added to the rent using an amortization period of 5 years at an interest rate of 10% and memorialized via an SLA.

D. Paragraph 7 of the lease shall be amended to read:

7. **FREE RENT AND BROKERAGE COMMISSION:** In accordance with paragraph 2.4 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 year of firm term (5 years) 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 (\$156,274.97 or \$13,022.91 per month) 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 \$22,782.07 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent
- Second Month's Rental Payment of \$22,782.07 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent
- Third Month's Rental Payment of \$22,782.07 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent

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

