

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT

DATE

NO. 01

August 4, 2010

TO LEASE NO.

GS-01B-4640

ADDRESS OF PREMISES:

510 Congress Street, Portland, ME 04101

Building Number: ME4166

THIS AGREEMENT, made and entered into this date by and between **CENTER CITY PLAZA ASSOCIATES, LP** whose address is: 565 Congress Street Suite 203, Portland, ME 04101-3308 hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease in order to begin rent payments prior to the completion of tenant improvements;

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

**1. Term:** TO HAVE AND TO HOLD the said Premises with their appurtenances for a term of ten (10) years commencing April 1, 2010 (the "Commencement Date"), and ending March 31, 2020, unless extended or sooner terminated as provided herein or as may be allowed at law or in equity (the "Lease Term").

**2. Rent:** To change the annual rent, effective April 1, 2010, by striking paragraph 12 of the Lease and substituting the following:

"The Government Shall pay the Lessor annual rent as follows: For years 1 through 5 of the lease term, a total annual rental of \$480,786.30 per annum at the rate of \$40,065.53 per month in arrears which annual rental includes: Shell rent of \$294,165.30 per annum; \$141,141.00 for Operating Costs which is specified in paragraph 14 of the Lease, \$45,480 per annum for parking. This annual rental shall be subject to adjustment as set forth in paragraph 10 of the Lease and paragraphs 4.2, 4.3 and 4.4. Rent for a Lessor period shall be prorated.

For years 6 through 10 of the lease term, a total annual rental of approximately \$20.47 per rentable square foot for a total of \$421,019.06 per annum at the rate of \$35,084.92 per month in arrears; which annual rental includes the base rate for Operating Costs specified in paragraph 14 and \$45,480 per annum for parking and all accrued operating cost escalations.

The total annual rental rates above include annual parking rent of \$45,480 per annum calculated as follows: \$1,080 per annum for each of the 35 secure, enclosed Parking Spaces and, \$960 per annum for each of the 8 unenclosed surface Parking Spaces per Paragraph 5 of the Lease, payable at the rate of \$3,790 per month in arrears. At the end of year five the Lessor shall provide the Government with a proposal for review and consideration of any change to the parking rental rate for the 35 secure, enclosed spaces only. In the event the Lessor fails to notify the Government of this change, the existing rate will govern until such information is provided to and agreed upon by the Government. This annual rental shall be subject to adjustment as set forth in paragraph 10 of the Lease Rider and paragraphs 4.2, 4.3 and 4.4. Rent for a lesser period shall be prorated. Rent for the 8 unenclosed surface spaces shall not increase during the lease term."

(continued on page 2)

IN WITNESS

\_\_\_\_\_ names as of the above date.

LESSOR: CE

BY \_\_\_\_\_

*CAROL PARTNER*

(Title)

IN PRESENCE \_\_\_\_\_

*888 Shore Rd.*

*CAPE ELIZABETH, ME 04107*

(Address)

UNITED STATES OF AMERICA: GENERAL SERVICES ADMINISTRATION

BY \_\_\_\_\_

Contracting Officer

George Welch (Signature)

(Official Title)

2. **Tenant Improvement Allowance:** Neither the Tenant Improvement Allowance of \$765,731.90 nor the Lessor's contribution to the building specific security costs of \$47,600 is included in the above-mentioned rent. The parties agree that annual rent shall be adjusted via a Supplemental Lease Agreement per the Lease upon completion of the reconciliation of the tenant improvement and security costs, and that the cost of the tenant improvements shall be amortized over the remainder of the firm term of the lease.

3. **Broker Commission Credit:** Paragraph 28 of the Lease is hereby deleted in its entirety, and the following is substituted in its place:

"The Lessor and the Broker have agreed to a cooperating lease commission to [redacted] percent of the firm term value of this lease consisting of the shell rate, parking rent, base year operating expenses and amortization of tenant improvement less the commission credit to the tenant. Fifty percent (50%) of the commission shall be due at the signing of the lease, and the remaining fifty percent (50%) upon completion, acceptance and execution of a SLA reconciling the total costs of the Tenant Improvements contemplated under the lease. Lessor shall pay the Broker no additional commissions associated. The total amount of the commission is [redacted]. In accordance with the "Broker Commission and Commission Credit" paragraph 2.4, 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 balance of the Commission of [redacted] half at lease execution and half upon completion, acceptance and execution of a SLA reconciling the total costs of the Tenant Improvements contemplated under the lease 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. Upon completion, acceptance and execution of a SLA reconciling the total costs of the Tenant Improvements contemplated under the lease, the Government shall reduce the monthly shell rent payments until the commission credit as reconciled is fully exhausted.

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

(end of 2<sup>nd</sup> page)

Initials: AP & gnw 8.4.00  
Lessor Gov't