

**SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL LEASE AGREEMENT NO. 01	TO LEASE NO. GS-01B-04685	DATE 9.9.11	PAGE 1 of 4
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ADDRESS OF PREMISES  
2 Monument Square, Portland, ME 04101

**THIS AGREEMENT**, made and entered into this date by and between 800 Northern Corp.  
Whose address is: 25 Service Road South  
Suite 300  
Jericho, NY 11753

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

**WHEREAS**, the parties hereto desire to amend the above Lease to establish the rent commencement date and reconcile the tenant improvement allowance.

**NOW THEREFORE**, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective upon execution as follows:

- I. The space is substantially complete and the rent commencement date is 2/1/2011. The lease term shall be 2/1/2011 through 1/31/2021, subject to termination rights as noted in paragraph 3 of the lease.
- II. This lease shall take the place of lease number LME04066 which is hereby terminated as of 1/31/2011.
- III. In accordance with the Notice to Proceed dated October 8, 2010 the Government elected to expend \$44,520.00 of the available \$49,920.00 in tenant improvement allowance which was amortized into the rental rate at 8% over five years. There have been no change orders. Per SFO section 3.3 "Tenant Improvements Rental Adjustment" the Government may return to the Lessor any unused portion of the Tenant Improvements Allowance in exchange for a decrease in rent according to the amortization rate over the firm term. Therefore the Government returns to the Lessor \$5,400 of the allowance resulting in a reduction in rent over the first five years of the lease of \$1,313.91 per annum.
- IV. The Government-approved design intent drawing A1 dated 9/2/1010 and Addendum Number One dated 9/1/2010 which formed the basis for the tenant improvement costs are hereby incorporated into the lease as Exhibit 1 (2 pages).
- V. The Lessor hereby waives restoration as a result of all improvements.
- VI. The adjusted full service rent shall be:  
  
Years 1 through 5: Annual rent of \$83,414.64 payable at the rate of \$6,951.22 per month, in arrears.  
Years 6 through 10: Annual rent of \$83,740.20 payable at the rate of \$6,978.35 per month in arrears.

Rent for a lesser period shall be prorated on a per diem basis.

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

LESSOR

	NAME OF SIGNER John Cacoulidis
ADDRESS 25 S. Service Rd #300 Jericho NY <del>11746</del> 11753	

IN PRESENCE OF

SIGNATURE 	NAME OF SIGNER Daniel Dornfeld
ADDRESS 	

UNITED STATES OF AMERICA

SIGNATURE 	NAME OF SIGNER GEORGE E. WELCH
	OFFICIAL TITLE OF SIGNER Contracting Officer

VII. In accordance with SFO section 2.2, Studley, Inc. ("Studley") was the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Studley agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease ("Commission"). The total amount of the Commission was [REDACTED]. In accordance with the "Broker Commission and Commission Credit" paragraph of the SFO, Studley agreed to forego [REDACTED] of the Commission that it was entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED] to be paid upon lease commencement and the remaining [REDACTED] was paid to Studley, Inc upon lease execution.

The shell rental portion of the annual rental payments (\$19.62 per RSF x 2,995 RSF = \$58,761.90 or \$4,896.83 per month) 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 second month of the lease term as indicated in the following schedule of adjusted Monthly Rent:

- First Month's Rental Payment of \$6,951.22 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent
- Second Month's Rental Payment of \$6,951.22 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent

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

INITIALS:

  
LESSOR

&

  
GOVT