



Supplemental Lease Agreement
Number 1

Lease Number: LNH04796 Date: JUN 09 2011

Building Address: 1750 Elm Street, Manchester, NH 03104-2907

THIS AGREEMENT, made and entered into this date by and between 1750 Elm Street, LLC whose address is 670 N. Commercial Street, Suite 303, Manchester, NH 03101

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 beneficial occupancy.

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

I. This Supplemental Lease Agreement Number 1 shall serve as notice of beneficial occupancy and therefore Section's 2, 5, 7 and 18 of the Standard Form 2 are hereby deleted and replaced with the following:

2. **TERM:** TO HAVE AND TO HOLD the said premises with their appurtenances for the term of ten (10) years commencing on April 7, 2011 through April 6, 2021, subject to termination and renewal rights as may be hereinafter set forth."

5. **THE GOVERNMENT SHALL PAY:** To the Lessor, commencing on the Commencement Date and in accordance with Paragraph 20 of the General Clauses of the Lease, rent as follows:

Year 1 through 5: Annual rent of \$438,715.60 calculated at \$34.64 per BOASF (\$29.11 per RSF) and payable at the rate of \$36,559.63 per month, in arrears and;

Years 6 through 10: Annual rent of \$383,406.20 calculated at \$30.27 per BOASF (\$25.44 per RSF) and payable at the rate of \$31,950.52 per month, in arrears, via Electronic Funds Transfer to:

1750 Elm Street, LLC
670 N. Commercial Street, Suite 303
Manchester, NH 03101



7. **FREE RENT & BROKERAGE COMMISSION:** In accordance with paragraph 2.4 of the SFO, "Broker Commission and Commission Credit", CBRE is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and CBRE have agreed to a cooperating lease commission of [REDACTED] per year in ascending order for years one (1) through five (5) of the firm term value of this lease ("Commission"). The total amount of of the Commission is [REDACTED]. In accordance with the "Broker Commission and Commission Credit" paragraph of the SFO, CBRE 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] to be paid upon lease commencement and the remaining [REDACTED] will be paid upon lease execution.

- First Month's Rental Payment of \$36,559.63 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent
- Second Month's Rental Payment of \$36,559.63 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent

18. **TENANT IMPROVEMENT ALLOWANCE:** Referencing Paragraph 3.2 of the SFO, Lessor has included in the rental rate a Tenant Improvement (TI) Allowance in the amount of \$222,270.75 calculated at \$17.55 per BOMA Office Area Square Foot, and amortized over five (5) years at the rate of nine (9%) percent. This TI Allowance is an actual bid and has been agreed to by the Lessor and Government. Lessor and Government also agree that the TI Allowance shall be fully amortized at the end of the fifth year of the Lease Term. Based upon the foregoing, there shall be under no circumstance, any exchange of funds among the parties as previously contemplated by Section 18 prior to its deletion.

The following items consist of the scope of work in its entirety:

Painting:

All surfaces to be repainted by landlord; Tenant to select color(s) from three color choices provided by Landlord.

Floor Covering:

All floor coverings to be replaced by Landlord. Carpet tiles to be used in carpeted areas. Landlord shall use the GSA approved Shaw's carpet tile per the specs below:

PRODUCT: P053G – 0 Shaw Tile
PROJECT: APPLIED SCIENCE CENTER

Construction: Graphics Loop
Fiber Content: NSP Eco Sol Q Nylon

Imperial	Metric
Gauge: 1/10	39.37/10 cm
Stitches: 12.33/in	48.54/10 cm
Tufted Yarn Wt: 28 oz/yd ²	949.38 g/sm
Pile Height: 0.187 in	4.75 mm
Width: 24X24	60.96 cm X 60.96 cm

Primary Backing: Woven Polypropylene

Secondary Backing: Ecoworx

Pattern Repeat: No Repeat

Warranty: Ltd. Lifetime Commercial Warranty (tile)

Expiration Date: September 02,2011

*This sample is for color and pattern only and is not representative of production quality.

* This carpet is manufactured for floor covering use only.

* Walk-off mats are recommended at building entryways to reduce soiling.

* As in all quality carpets, colors are subject to dye lot variations. For optimum sidematch and finished seam appearance, this product should be installed, whenever possible, with seams running perpendicular to major external (outside) light sources.

* Shading is the result of pile distortion and often is described as "watermarking". Since this is an inherent characteristic of cut-pile and cut/loop-pile carpet, it does not constitute a manufacturing defect.

* Tufted patterned broadloom carpet will stretch; therefore, exact pattern match cannot be guaranteed. Reasonable pattern match can be achieved when installed by trained



Special Requirements:

- Addition of a second attorney-client room off one of the two main entrances
- Two additional decision writer offices
- Balancing of the HVAC system to prevent substantial variation of the interior temperature
- Door closer on inner east door
- Replace light switches in office spaces with motion sensors
- Resolve any pin hinge issues in two emergency stairwells
- Ensure the inside east door closes properly
- Add peephole or window in inside east door
- Replace vinyl tile with a comparable product to what is currently installed

Additional Scope of Work:

- Provide (1) additional Decision Writers Office
- Provide (1) additional Atty-Client Room
- Provide (1) additional Storage Room
- Install 24 port patch panel in Data Comm. Room
- Multipurpose Room
 - install new VCT product
 - install new faucet
- Common Area Restroom
 - install new toilet
- Open Office Area
 - provide new junction box and data feed for newly added cubicle (57)

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

Lessor, 1750 Elm Street, LLC

By 

Member
(Title)



(Signature)

670 Commercial St
(Address) Manchester, NH

United States Of America, General Services Administration, Public Buildings Service.



Contracting Officer
(Official Title)