



**Supplemental Lease Agreement**

No.: 01

<b>Lease Number:</b> LNH04815	<b>Date:</b> FEB 10 2012
Address of Premises: 410 Amherst St., Nashua, NH	
Building Number: NH6136	

THIS AGREEMENT, made and entered into this date by and between: **NH B II LLC c/o RREEF**  
 whose address is: **4 Technology Drive  
 Westborough, MA 01581**

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

WHEREAS, the parties hereto desire to amend the Lease to fix the Term/Rent Commencement Date, commence the Shell and Operating Costs only and correct the listed shell rent.

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

1) Term/Rent Commencement: Paragraph 2 of the Lease, "Term", is hereby deleted in its entirety and the following is substituted in its place:

"TO HAVE AND TO HOLD the said Premises with their appurtenances for a term commencing on January 10, 2012 and continuing through to January 9, 2022, unless further extended or terminated sooner as provided herein or as may be allowed at law or in equity (the "Lease Term")."

2) To amend Paragraph 4 of the Lease, which fixes the Annual Rent to be paid to the Lessor, to provide for a partial rent commencement consisting only of Shell Rent and Operating Cost Base by striking "Years 1 through 10: Annual Rent of \$215,416 and payable at the rate of \$17,951.33 per month," and substituting herein the following:

"Years 1 through 10: Annual rent of \$173,552.20, payable at the rate of \$14,462.68 per month,"

(Continued on 2<sup>nd</sup> page)

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

Lessor: NH B II LLC c/o RREEF



*VP*

By: \_\_\_\_\_ (Title)

*4 Technology DR. Westborough, MA*

(Address)

United States of America, Public Buildings Service.

Leasing Contracting Officer  
 (Official Title)



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3) To amend Paragraph 6 of the Lease, "Free Rent And Brokerage Commission" of the Lease by striking "The shell rental portion of the annual rental payments (\$14.71 per BOASF x 7,839 BOASF = \$115,311.70 or \$9,609.31 per month)" and substituting herein the following:

"The shell rental portion of the annual rental payments (\$116,959.20 or \$9,746.60 per month)"

4) The Lessor and the Government acknowledge that a Lease Amendment will be executed to reconcile the Tenant Improvement Allowance retroactively to the Rent Commencement Date and to confirm said rental adjustment is to include the amortization of the Tenant Improvement Allowance as referenced in Paragraph 13 of the Lease, "Tenant Improvement Allowance".

5) The Lessor and the Government acknowledge that a Broker Commission Credit is due to the Government pursuant to Paragraph 6 of the Lease. Said credit is not yet due and payable until the final Tenant Improvement Allowance has been reconciled and approved by the Government. Upon reconciliation, a Supplemental Lease Agreement will be executed, setting forth the amount of the Broker Commission Credit actually due to the Government.

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

INITIALS: EB & MS  
LESSOR GOVT