

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDING SERVICES  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL  
AGREEMENT 2

DATE

12/14/2011

TO LEASE NO. **LRI04614**

ADDRESS OF PREMISES West Bay Office Park, 30-60 Quaker Lane, 1<sup>st</sup> floor, Warwick, RI 02886-0111

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**THIS AGREEMENT**, made and entered into this date by and between **Baltic Quaker, LLC**

whose address is 2180 Mendon Road, Suite 11, Cumberland, RI 02864-3825

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, effective upon execution of this SLA by the Government.

The purpose of this Supplemental Lease Agreement (SLA) No. 2 is to establish the lease term and termination right, adjust annual rental, commission and commission credit, operating and building shell rates, document approved change orders, Tenant Improvement Allowance adjustment and lump sum payment procedures.

Paragraphs 2, 3, 8 and 10 of the lease are hereby deleted in their entirety and replaced as follows.

2. **TERM AND TERMINATION RIGHT:** TO HAVE AND TO HOLD the said Premises with their appurtenances for a term of ten (10) years, seven (7) years firm beginning on September 23, 2011 through September 22, 2021, subject to termination and renewal rights as may be hereinafter set forth. **THE GOVERNMENT MAY TERMINATE** this lease, in whole or in part, at any time on or after September 22, 2018, by giving the Lessor at least one hundred and twenty (120) days notice in writing. No rent shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the day of mailing.

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Parties subscribed their names as of the above date.

Managing Partner  
(Title)

2180 Mendon Road, Suite 11, Cumberland,  
(Address) RI 02864

SERVICE CENTER

Contracting Officer  
(Official Title)

3. THE GOVERNMENT SHALL PAY to the Lessor, commencing on the Commencement Date and in accordance with Paragraphs 22-27 of the General Clauses of the Lease, rent as follows:

September 23, 2011 – September 22, 2018: Annual rent of \$218,607.10 payable at the rate of \$18,217.26 per month in arrears and subject to CPI calculations per Paragraph 4.3 of the Solicitation For Offers Number 7RI2015, dated January 12, 2009 (hereinafter, the "SFO").

September 23, 2018 – September 22, 2021: Annual rent of \$174,038.55 payable at the rate of \$14,503.21 per month in arrears and subject to CPI calculations per Paragraph 4.3 of the SFO, via Electronic Funds Transfer to: Baltic Quaker, LLC, c/o The Baltic Group, LLC, 2180 Mendon Road, Suite 11, Cumberland, RI 02864-3825

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

8. COMMISSION AND CREDIT: Pursuant to paragraph 2.6, Broker Commission and Commission Credit (NOV 2006) of the Solicitation for Offers, the Lessor and the Broker have agreed to a cooperating lease commission over the lease firm term of seven (7) years based on the full-service rent rate. The total amount of Gross commission is [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, 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 Commission less the Commission Credit which totals [REDACTED] to the Broker inclusive of [REDACTED] already paid with a net balance of [REDACTED] to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO previously attached to and forming a part of the lease.

Notwithstanding Paragraph 3 of the Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

First Month's Rental Payment of \$18,217.26 (includes \$9,334.12 shell rental) minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Second First Month's Rental Payment of \$18,217.26 (includes \$9,334.12 shell rental) minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent.

Third First Month's Rental Payment of \$18,217.26 (includes \$9,334.12 shell rental) minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent

10. OPERATING COSTS: Referencing Paragraph 4.3 "Operating Costs" of the SFO, the base rate for the cost of services (hereinafter, the "Operating Costs Base") shall be \$56,340.00 (\$6.46 per RSF). The Base Operating Cost shall be subject to annual adjustment as provided in Paragraph 4.3 of the SFO.

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Initials: Lessor DB Government AR

Paragraphs 23 and 24 are hereby added to the lease as follows.

23. BUILDING SHELL COSTS: Referencing Paragraph 1.12 "Building Shell Requirements" of the SFO, the base rate for the shell costs for years 1-7 shall be \$112,009.42 (\$12.85 per RSF) and for years 8-10 shall be \$117,698.55 (\$13.51 per RSF).
24. The total Tenant Improvement (TI) Allowance notated in the lease is \$344,162.39. SLA1 recorded the Notice to Proceed with Tenant Improvements in the amount of \$328,638.17.

The actual Tenant Improvement cost is \$328,638.17 plus approved change orders of \$15,463.84 for a grand total of \$344,102.01 (\$45.40/ABOASF). Reference the attached Exhibit A.

The Custom TI amount of \$57,411.00 shall be paid to the Lessor via a one-time lump sum payment and the remaining TI balance of \$286,691.01 (\$37.83/ABOASF) has been amortized into the rent per paragraph 3 of this SLA at a rate of 6% over the seven (7) year firm term of the Lease.

Upon completion and acceptance of Tenant Improvements identified herein, the Lessor shall submit for Lump Sum Payment, one original and one copy of the invoice for the Lump Sum Payment. Lessor shall contact the GSA Contracting Officer for the "PS Number," which must be annotated on the invoice. The original invoice, in an amount not to exceed \$57,411.00 shall be submitted via the GSA Finance website at [www.finance.gsa.gov](http://www.finance.gsa.gov).

A copy of the invoice shall be simultaneously submitted to GSA at: U.S. General Services Administration, Attn: Richard T. Reynolds, Public Building Service - New England, Real Estate Acquisition Division - Leasing Branch, 10 Causeway Street, Room 1010, Boston, MA 02222

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

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