

LEASE AMENDMENT

LEASE AMENDMENT NO. 1	TO LEASE NO. LMA04862	DATE 1/17/13	PAGE 1 of 2
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ADDRESS OF PREMISES
Cross Point, 900 Chelmsford Street, Lowell, MA 01851-8100

THIS AGREEMENT, made and entered into this date by and between CROSS POINT LIMITED PARTNERSHIP whose address is 900 Chelmsford Street, Lowell, MA 01851-8100

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 reduce the rent based on the [REDACTED] (Building Specific Security) from the requirement.

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

(1) Paragraph 1.03 A. of the Lease is deleted in its entirety and replaced as follows:

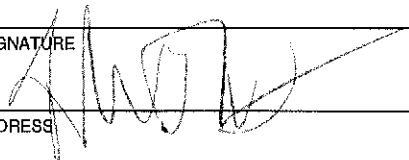
A. The Government shall pay the Lessor annual rent, payable monthly in arrears, at the following rates:

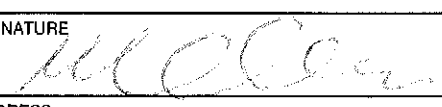
	05/01/2012 – 04/30/2013		05/01/2013 – 04/30/2017	
	Annual Rent	Annual Rate/RSF	Annual Rent	Annual Rate/RSF
Shell Rent	\$1,398,312.12	\$14.85 ¹	\$1,398,312.12	\$14.85 ¹
Operating Costs	\$ 445,647.00	\$4.73 ¹	\$ 445,647.00	\$4.73 ¹
Total Annual Rent	\$1,843,959.12	\$19.58 ¹	\$1,843,959.12	\$19.58 ¹

¹Rates may be rounded.

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

LESSOR	
SIGNATURE 	NAME OF SIGNER ROBERT MCNAUGHTON
ADDRESS	

IN PRESENCE OF	
SIGNATURE 	NAME OF SIGNER GEORGE MCNAUGHTON
ADDRESS	

UNITED STATES OF AMERICA	
SIGNATURE 	NAME OF SIGNER Thomas J. McNaughton
	OFFICIAL TITLE OF SIGNER LEASE CONTRACTING OFFICER

(2) Paragraph 1.04 of the Lease is deleted in its entirety and replaced as follows:

1.04 BROKER COMMISSION AND COMMISSION CREDIT (SEPT 2011)

A. **CBRE, Inc.** ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The total amount of the Commission is [REDACTED] and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission, will be payable to **CBRE, Inc.** with the remaining [REDACTED], which is the "Commission Credit", to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this lease shall be reduced to recapture fully 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:

Month 1 Rental Payment \$153,663.26 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.

(3) Notwithstanding anything to the contrary in the Lease or Exhibit C, references to [REDACTED] is hereby deleted.

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

End of Lease Amendment #1

INITIALS:  &
LESSOR GOV'T.