

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-01B-04669
ADDRESS OF PREMISES 95 ASHLEY AVENUE, WEST SPRINGFIELD, MASSACHUSETTS 01089-1323	PDN Number: n/a

THIS AMENDMENT is made and entered into between

Ashley Associates, LLC

whose address is: c/o Century Investment Company  
73 State Street  
Springfield, MA 01103

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 (A) establish the commencement date of the Lease; (B) confirm the costs of tenant improvements; (C) confirm the annual rental; and (D) confirm the broker commission and commission credit.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective July 12, 2013, as follows:

- A. The term of the Lease shall commence on July 12, 2013 and shall continue through July 11, 2023, subject to the termination and renewal rights set forth in the Lease.
- B. In accordance with the Lease, the Government shall amortize the actual TI cost of \$253,972.65 into the rent over the firm term of the Lease.

Referencing paragraph 1.07 of the Lease, as amended by Lease Agreement #1, the Lessor has provided at the Governments request, Tenant Improvements in the total amount of \$253,972.65. This amount is derived as follows:


NTP dated 4/9/13 in the amount of \$243,212.27; and  
Change Orders 1 – 9, A103, A104, and A105 in the amount of \$10,760.38.

This Lease Amendment contains 2 pages.


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

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


FOR THE LESSOR:

Signature:   
Name: Andrew M. Cohen  
Title: Managing Partner  
Entity Name: Ashley Associates, LLC  
Date: August 6, 2013

FOR THE GOVERNMENT:

Signature:   
Name: Lori Melchin  
Title: Lease Contracting Officer  
GSA, Public Buildings Service  
Date: 8-8-13

WITNESSED FOR THE LESSOR BY:

Signature:   
Name: Roseanne Sorcinelli  
Title: Accounts Payable Manager  
Date: August 6, 2013

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

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

	JULY 12, 2013 – JULY 11, 2018		JULY 12, 2018 – JULY 11, 2023	
	ANNUAL RENT	ANNUAL RATE/RSF	ANNUAL RENT	ANNUAL RATE/RSF
SHELL RENT	\$115,362.00	\$19.72	\$121,153.50	\$20.71
TENANT IMPROVEMENTS RENT <sup>1</sup>	\$ 57,513.33	\$9.83 <sup>3</sup>	\$0.00	\$0.00 <sup>3</sup>
OPERATING COSTS	\$ 40,716.00	\$6.96	\$ 40,716.00	\$6.96
BUILDING SPECIFIC SECURITY <sup>2</sup>	\$0.00	\$0.00 <sup>3</sup>	\$0.00	\$0.00 <sup>3</sup>
<b>TOTAL ANNUAL RENT</b>	<b>\$213,591.33</b>	<b>\$36.46</b>	<b>\$161,869.50</b>	<b>\$27.67</b>

<sup>1</sup>The Tenant Improvements Allowance is amortized at a rate of 5 percent per annum over 5 years.

<sup>2</sup>Building Specific Security Costs are amortized at a rate of X percent per annum over XX years.

<sup>3</sup>Rates may be rounded.

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

Ashley Associates, LLC  
 c/o Century Investment Company  
 73 State Street  
 Springfield, MA 01103"

D. Paragraph 1.04 of the Lease is deleted in its entirety and replaced as follows:

**"1.04 BROKER COMMISSION AND COMMISSION CREDIT (AUG 2011)**

CBRE or its subcontractors John Burweger and The Crown Partnership, Inc. ("the 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 the Broker 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.

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 \$17,799.28 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1<sup>st</sup> Month's Rent.

Month 2 Rental Payment \$17,799.28 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2<sup>nd</sup> Month's Rent.

Month 3 Rental Payment \$17,799.28 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 3<sup>rd</sup> Month's Rent."

INITIALS: me & LMA  
 LESSOR GOV'T