

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-01B-04767
ADDRESS OF PREMISES 370 Main Street, Suite 700 Worcester, MA 01608-1741	PDN Number:

THIS AMENDMENT is made and entered into between

370 Main Street Associates, L.P.

whose address is: 370 Main Street
Worcester, MA 01608-1741

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 a commencement date, buy down customization allowance, and to reimburse Lessor for tenant improvements exceeding the TI allowance.

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 August 15, 2013 as follows:

A. The term of the Lease shall commence on July 19, 2013 and shall continue through July 18, 2023, subject to the termination and renewal rights as set forth in the Lease.

B. The Lessor and the Government have mutually agreed that the original cost of the Tenant Improvements (TI) is \$319,565.00 based on the approved DID's of which \$218,577.62 is amortized in the rent (at 6.5% over 5 years) and the balance of \$100,987.38 will be paid by lump sum payment. Additionally, the Government desires to buy-down the customization allowance in the amount of \$50,440.99. Three (3) change orders were approved per attached Exhibit "A" resulting in a net TI increase in the amount of \$3,211.50 as follows:

Change Order #1 [redacted]
 Change Order #2 [redacted]
 Change Order #3 [redacted]
 Total: \$3,211.50

\$ 151,428.37

[Handwritten signature]
[Handwritten initials]

In accordance with Lease Paragraph 1.08, the Government shall pay \$154,639.07 (\$100,987.38 + \$50,440.99 + \$3,211.50) of the cost of the TI via a one-time lump sum payment. The Lessor shall submit one invoice which shall be printed on the same letterhead as that named on the Lease, shall reference PDN # _____, and shall be sent to:

Continued on Page 2

This Lease Amendment contains 7 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:

FOR THE GOVERNMENT:

Signature: [redacted]
 Name: [redacted]
 Title: Treasurer
 Entity Name: 370 Main St Assoc Ltd Part
 Date: 8/29/13

Signature: [redacted]
 Name: GEORGE B. WELCH
 Title: Lease Contracting Officer
 GSA, Public Buildings Service,
 Date: SEPT. 4, 2013

WITNESSED FOR THE LESSOR BY:

Signature: [redacted]
 Name: CHRISTOPHER L. RICE
 Title: V.P. GUARANTY MANAGEMENT CO, INC.
 Date: 8/29/13

U.S. General Services Administration Greater Southwest Finance Center
 FTS & PBS Payment Division (7BCP)
 819 Taylor Street, PO Box 17181
 Ft. Worth, TX 76102-0181
 (Telephone 818-978-2408)

To invoice online, go to finance@gsa.gov

With a copy to GSA Contracting Officer at the following address:

U.S. General Services Administration
 Attn: George Welch
 10 Causeway Street, Room 1010
 Boston, MA 02222

C. Lease Paragraph 1.03 A. is deleted in its entirety and the following substituted thereto:

"1.03 RENT AND OTHER CONSIDERATION (AUG 2011)

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

	FIRM TERM		NON FIRM TERM	
	ANNUAL RENT	ANNUAL RATE/RSP	ANNUAL RENT	ANNUAL RATE/RSP
SHELL RENT	\$83,348.03	\$18.84	\$93,242.03	\$18.84
TENANT IMPROVEMENTS RENT ¹	\$ 99,477.44	\$7.88	\$ 0	\$00.00 ²
OPERATING COSTS	\$ 38,642.97	\$7.41	\$ 38,642.97	\$7.41
BUILDING SPECIFIC SECURITY	\$ 0	\$00.00	\$ 0	\$00.00
TOTAL ANNUAL RENT	\$159,468.44	\$32.23	\$128,885.00	\$28.26

¹The Tenant Improvements Allowance is amortized at a rate of 6.5 percent per annum over 5 years.
²Rates may be rounded.

D. Lease Paragraph 1.04 is deleted in its entirety and the following substituted thereto:

"1.04 BROKER COMMISSION AND COMMISSION CREDIT (AUG 2011)

A. For the purposes of this RLP, CBRE or its subcontractors John Burweger and The Crown Partnership, Inc. (the Broker) is the authorized real estate broker representing GSA in this 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. In accordance with this 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 to the Broker. Fifty (50%) percent of the commission is payable upon the execution of the lease and the remaining fifty (50%) percent (less the Commission Credit) upon rent commencement. The Commission Credit shall 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 \$13,288.87 minus prorated commission credit of [redacted] equals [redacted] adjusted 1st Month's Rent.
- Month 2 Rental Payment \$13,288.87 minus prorated commission credit of \$ [redacted] equals [redacted] adjusted 2nd Month's Rent.
- Month 3 Rental Payment \$13,288.87 minus prorated commission credit of [redacted] equals [redacted] adjusted 3rd Month's Rent."

INITIALS:  LESSOR &  GOVT