

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-01P-LMA04828
ADDRESS OF PREMISES 928 WEST CHESTNUT STREET BROCKTON, MA 02301-5560	PDN Number: N/A

THIS AMENDMENT is made and entered into between

whose address is: **John B. Viaco**
928 West Chestnut Street
Brockton, MA 02301-5560

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 the lease commencement and lease expiration dates, to establish the rental payment amount based on the amount of Tenant Improvement dollars used, to establish rental abatement in accordance with the "Broker Commission and Commission Credit" section of the Lease, and to the Government approved design intent drawings as an exhibit to the lease.

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 upon execution by the Government, as follows:

Lease Number GS-01B-04828 is hereby discarded and replaced with GS-01P-LMA04828. Please make a note of this for future Lease Amendments.

- The term of this Lease shall commence on May 24, 2013 and expire on May 23, 2028. The Government may terminate this Lease, in whole or in part, at any time effective after the firm term of this Lease by providing not less than one-hundred and twenty (120) days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.
- Paragraph H of Lease Amendment No. 1 is hereby replace in its entirety with the following:

"1.09 TENANT IMPROVEMENT RENTAL ADJUSTMENT (APR 2011), Subparagraph C., subparagraph 3: Increase the rent according to the negotiated amortization rate over the term of the lease. The Parties agree that the actual amount of

This Lease Amendment contains 3 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: _____
Title: _____
Entity Name: _____
Date: 7/10/13

FOR THE GOVERNMENT:

Signature: _____
Name: MARK S SHINTO
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: JUL 31 2013

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: Peter Viaco
Title: Project Manager
Date: 7/10/13

the Tenant Improvements (TI) spent for construction is \$101,555.74, amortized over ten (10) years at the rate of 6.5%.”

3. Paragraph 1.03.A of the Lease is hereby replaced in its entirety with the following:

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

	YEARS 1 - 5		YEARS 6 - 10	
	ANNUAL RENT	ANNUAL RATE/RSF	ANNUAL RENT	ANNUAL RATE/RSF
SHELL RENTAL RATE	\$13,745.42	\$7.54	\$13,745.42	\$7.54
TENANT IMPROVEMENTS RENTAL RATE*	\$13,837.74	\$7.59	\$13,837.74	\$7.59
OPERATING COSTS	\$19,414.95	\$10.65	\$19,414.95	\$10.65
BUILDING SPECIFIC SECURITY COSTS	\$0	\$0.00	\$0	\$0.00
FULL SERVICE RATE	\$46,998.11	\$25.78	\$46,998.11	\$25.78

*The Tenant Improvements Allowance is amortized at a rate of 6.5 percent per annum for 10 years.

	YEARS 11 - 15		YEARS 16 - 20	
	ANNUAL RENT	ANNUAL RATE/RSF	ANNUAL RENT	ANNUAL RATE/RSF
SHELL RENTAL RATE	\$21,092.11	\$11.57	N/AP	N/AP
TENANT IMPROVEMENTS RENTAL RATE	N/AP	N/AP	N/AP	N/AP
OPERATING COSTS	\$19,414.95	\$10.65	N/AP	N/AP
BUILDING SPECIFIC SECURITY COSTS	N/AP	N/AP	N/AP	N/AP
FULL SERVICE RATE	\$40,507.06	\$22.22	N/AP	N/AP

4. Paragraph 1.04 of the Lease is hereby replaced in its entirety with the following:

Studley, 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 Studley, 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.

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 **\$3,708.29** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1ST Month’s Rent.

Month 2 Rental Payment **\$3,708.29** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2ND Month’s Rent.

Month 3 Rental Payment **\$3,708.29** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 3RD Month’s Rent.

INITIALS: JBV & [Signature]
LESSOR & GOVT

Month 4 Rental Payment \$3,708.29 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 4TH Month's Rent.

Month 5 Rental Payment \$3,708.29 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 5TH Month's Rent.

Month 6 Rental Payment \$3,708.29 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 6TH Month's Rent.

Month 7 Rental Payment \$3,708.29 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 7TH Month's Rent.

- 5. The attached Government-approved design intent drawings which formed the basis for the tenant improvement costs are hereby incorporated into the lease as Exhibit G (1 page).

ALL OTHER TERMS AND CONDITIONS OF THE LEASE WILL REMAIN IN FORCE AND EFFECT.

INITIALS: JW & MSS
LESSOR GOVT