

<p align="center"><b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b></p> <p align="center"><b>LEASE AMENDMENT</b></p>	<p>LEASE AMENDMENT No. 3</p>
<p>ADDRESS OF PREMISES 46 Commerce Way Norton, MA 02766-1701</p>	<p>TO LEASE NO. GS-01P-LMA05026</p> <p>PDN Number: <b>PS0039091</b> <b>GSA Building # MA6017</b></p>

**THIS AMENDMENT** is made and entered into between  
46 COMMERCE LLC

whose address is: 100 GRANDVIEW ROAD  
BRAINTREE, MA 02184-3309

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

**WHEREAS**, the parties hereto desire to amend the as described below

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 Govt Execution, as follows:


**Acceptance of Tenant Improvements:**

The tenant improvements have been *substantially* completed and the Government accepts the leased premise on February 28, 2018. The Lessor and the Government agree that the requirements specifically identified in Exhibit "A", GSA Form 1204 - Condition Survey Report of this lease amendment have not been met and these items are deficiencies. The Lessor agrees to cure these deficiencies by April 28, 2018. In the event of any failure by the Lessor to cure the deficiencies(punch list) or to provide any required repair or modernization under this lease, the Government will perform

This Lease Amendment contains 14 pages including Exhibit 'A' & 'B'

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


**FOR THE LESSOR:**

Signature:   
Name: Debra C. O'Neill  
Title: Manager  
Entity Name: 46 Commerce LLC  
Date: 2/28/18

**FOR THE GOVERNMENT:**

Signature:   
Name: Michael Strobel  
Title: Lease Contracting Officer  
GSA, Public Buildings Service,  
Date: MAR 02 2018

**WITNESSED FOR THE LESSOR BY:**

Signature:   
Name: Debra C. O'Neill  
Title: Manager  
Date: 2/28/2018

the work and deduct these amounts from the rent, including all administrative costs.

**LEASE TERM is hereby deleted and replaced with the following:**

**LEASE TERM**

To Have and To Hold the said Premises with its appurtenances for the term beginning on February 28, 2018 and continuing for a period of 20 years, expiring on February 27, 2038, subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by the Government.

**Section 1.03 RENT AND OTHER CONSIDERATION is hereby deleted and replaced with the following:**

	FIRM TERM		NON-FIRM TERM
	YEARS 1-5	YEARS 6-10	YEARS 11-20
SHELL RENT <sup>1</sup>	\$348,000.00	\$396,000.00	\$444,000.00
TENANT IMPROVEMENT RENT <sup>2</sup>	\$58,912.12	\$58,912.12	\$58,912.12
OPERATING COSTS <sup>3</sup>	\$76,700.00	\$76,700.00	\$76,700.00
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) <sup>4</sup>	\$22,017.96	\$22,017.96	\$0.00
<b>TOTAL ANNUAL RENT</b>	<b>\$505,630.08</b>	<b>\$553,630.08</b>	<b>\$579,612.12</b>

<sup>1</sup>Shell rent calculation:

(Firm Term, Years 1-5) \$29.00 per RSF multiplied by 12,000 RSF

(Firm Term, Years 6-10) \$33.00 per RSF multiplied by 12,000 RSF

(Non-Firm Term, Years 11-20) \$37.00 per RSF multiplied by 12,000 RSF

<sup>2</sup>The Tenant Improvement Allowance of \$586,933.08 is amortized at a rate of 8 percent per annum over 20 years

<sup>3</sup>Operating Costs rent calculation: \$6.391667 per RSF multiplied by 12,000 RSF

<sup>4</sup>Building Specific Amortized Capital (BSAC) of \$151,229.00 are amortized at a rate of 8 percent per annum over 10 years

**Section 1.04 BROKER COMMISSION AND COMMISSION CREDIT is hereby deleted and replaced with the following:**

**1.04 BROKER COMMISSION AND COMMISSION CREDIT**

A. Jones Lang LaSalle Americas, 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 Jones Lang LaSalle Americas, 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 commence with the first month for the rental payments and continue until the credit has been full 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 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:

Months 1-5 Rental Payment of \$42,135.84 minus the prorated commission credit of [REDACTED] equals [REDACTED] adjusted 1<sup>st</sup>-5<sup>th</sup> Month's Rent.\*

\*Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration"

**Section 1.05 TERMINATION RIGHTS is hereby deleted and replaced with the following:**

The Government may terminate this Lease, in whole or in part at any time effective after February 27, 2028 by providing not less than 360 days prior written notice. The effective date of the termination shall be the day following the expiration of the required notice period or termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

**Change Orders:**

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The following changes orders, attached as Exhibit 'B', in the total amount of \$37,533.35 have been reviewed and found fair and reasonable.

C/O #	Date	Description	Amount
1	11/2/2017	Lockers	
2	12/1/2017	Relocation of Concrete Building	
3	11/20/2017	Radar Conduit Routing	
4	2/7/2018	Security Base Change and Tower Camera Addition	
5	2/7/2018	Commissioning for Redundant Systems	
6	2/7/2018	Forming Secondary Power Line per Government Specifications	
7	2/20/2018	Misc. Electrical Changes	
8	2/20/2018	Power Changes for Heater at Dish	
9	2/20/2018	Deduct for Electronic Changes (Ref CO-1)	
<b>TOTAL</b>			<b>\$37,533.35</b>

The total amount (lump sum payment) of \$37,533.35 will be paid in a one-time lump sum payment to the Lessor upon substantial completion, inspection, and acceptance of the work by the authorized Government representative and receipt of an invoice for the work by the Lease Contracting Officer or designated representative.

**Total Cost for Tenant Improvements and method of payment:**

The Government and Lessor agree the total cost for the Tenant Improvements, including all change orders, is \$1,493,005.35. The Lessor shall amortize the Tenant Improvement Allowance of \$586,933.08 into the rent at the rate of 8% over 20 years. The remaining balance not to exceed \$906,072.27 (\$1,493,005.35 - \$586,933.08) will be paid via one-time lump sum payment by the Government upon completion, inspection, and acceptance of the tenant improvements by the Government and receipt of an invoice from the Lessor.

The Government and Lessor agree the total cost for the BSAC is \$151,229.00. The full amount of \$151,229.00 shall be amortized into the rent at the rate of 8% over 10 years.

**The total lump sum payment for the TI, BSAC, and Change Orders is \$906,072.27 which will be paid via lump sum payment by the Government upon completion, inspection, and acceptance of the tenant improvements by the Government and receipt of an invoice from the Lessor**

Invoices shall be submitted to the Greater Southwest Finance Center (with a copy to the Lease Contracting Officer) electronically on the Finance Website at [www.finance.gsa.gov](http://www.finance.gsa.gov). Additional assistance is available from the Finance Customer Service Line at 817-978-2408. Lessors who are unable to process the invoices electronically, may mail the invoices to the following address:

General Services Administration  
P.O. Box 17181  
Fort Worth, TX 76102-0181

A Copy of the invoice must be provided to the Project Manager at the following address:

General Services Administration  
ATTN: Mark Shinto  
10 Causeway Street  
Boston, MA 02222

A proper invoice must include the following:

- Invoice Date

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- Unique invoice #
- Name of the Lessor as shown on the Lease
- Lease Contract number, building address, and a description, price, and quantity of the items delivered
- GSA PDN **PS0039091**

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.

The Lessor has the right in a future Lease Amendment between March 1, 2018 and April 28, 2018 to final invoice for any approved Change Orders that are related to correcting deficiencies in the punch list that are initiated by the Agency and approved by the Lease Contracting Officer, as applicable, to the TI or BSAC construction. After final invoicing on or before April 28, 2018, the Lessor hereby agrees to sign the Government's Release of Claims (GSA Form 1142) related to this Amendment and future Lease Amendment for change orders, as applicable. Any future alterations after the Release of Claims under the Changes Clause will be funded by lump sum via a new Reimbursable Work Authorization (RWA) after approved pricing for approved scope of work.

**End of Lease Amendment #3**

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

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