GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 2				
LEASE AMENDMENT	TO LEASE NO. GS-01P-LME04824				
ADDRESS OF PREMISES: 68 BANGOR STREET, HOULTON, MAINE 04730-1641 (ME4262ZZ)	PDN Number: PS0027377				

THIS AMENDMENT is made and entered into between BROWN DEVELOPMENTS, LLC

whose address is:

93 MILITARY STREET

HOULTON, ME 04730-2421

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 Rent Commencement Date, to order Tenant Improvements which exceed the Tenant Improvement Allowance, and to modify the Agency Specific Requirements

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 as follows:

1. <u>TERM/RENT COMMENCEMENT</u>: The section on page 1 of the Lease, titled "Lease Term", is hereby deleted in its entirety and the following is substituted in its place:

"LEASE TERM: TO HAVE AND TO HOLD the said premises with their appurtenances for a term commencing on December 13, 2013 (the "Rent Commencement Date") and continuing through to December 12, 2023 (the "Termination Date") unless extended or terminated earlier as provided herein or as may be allowed at law or in equity (the "Lease Term")."

2. <u>TERMINATION RIGHTS</u>: Section 1.05 of the Lease, "Termination Rights", is hereby deleted in its entirety and the following is substituted in its place:

"<u>Termination Right</u>: THE GOVERNMENT MAY TERMINATE this Lease, in whole or in parts, at any time on or after December 13, 2018 by giving at least ninety (90) days' prior notice in writing to the Lessor. The effective date of the termination shall be the day following the expiration of the

This Lease Amendment contains 3 pages.

(Continued on next page)

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: Name: Title: Entity Name: Date: Programme Programm	Signature: Name: GEDICEE WEVEH Title: Lease Contracting Officer GSA, Public Buildings Service, Date: JANUAN, 6, 2014

WITNESSED FOR THE LESSOR BY:

Signature:
Name:
Title:

Date:

12-19-13

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."

3. <u>RENT AND OTHER CONSIDERATION</u>: Section 1.03.A of the Lease, defining the Annual Rent to be paid to the Lessor, is restated as follows,

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 RENT	\$ 55,424.00	\$ 16.00	\$ 55,424.00	\$ 16.00				
TENANT IMPROVEMENTS RENT ¹	\$ 21,320.94	\$ 6.16 ²	\$ 0.00	\$ 0.00				
OPERATING COSTS	\$ 26,257.12	\$ 7.58	\$ 26,257.12	\$ 7.58				
TOTAL ANNUAL RENT	\$ 103,002.06	\$ 29.74	\$ 81,681.12	\$ 23.58				

The Tenant Improvements Allowance is amortized at a rate of 8 percent per annum over 5 years.

4. PAYMENT FOR TENANT IMPROVEMENTS:

- A. In accordance with Section 1.08 of the Lease, the Tenant Improvement Allowance to be amortized over the Firm Term of the Lease is \$87,626.27. The Tenant Improvement Allowance is amortized at a rate of 8 percent (8.00%) per annum over the Firm Term (5 years).
- B. In Lease Amendment Number 1 to GSA Lease Number GS-01P-LME04824, dated September 17, 2013, the Government issued a Notice to Proceed for the Tenant Improvement work at the Leased Premises in the amount of \$325,598.83.
- C. The Government hereby approves Change Order Number 1, to the approved Tenant Improvements in the amount of \$9,139.94, which is broken out as follows:

(a)	Cost to install					:			
(b)	Revised cost for	r (3)							

- (c) Cost for 16 gauge overhead door not included in initial cost proposal:
- (d) <u>Credit for garbage disposal removed from the requirements:</u>

The total cost for Change Order #1 is \$9,139.94

- D. In complete satisfaction for the work provided therein and acceptance of the space, the Government will pay the Lessor a total of \$334,738.77 (\$325,598.83 + \$9,139.94). Of the foregoing amount, \$247,112.50 will be paid in a lump sum. The remaining, \$87,626.27, shall be amortized as stated above.
- E. The additional **\$247,112.50** shall be funded by Reimbursable Work Authorization No. **N1215205**.

INITIALS: LESSOR &

Lease Amendment Form 12/12

²Rates may be rounded.

F. An original invoice must be submitted directly to the GSA Finance Office at the following address:

General Services Administration FTS and PBS Payment Division (7BCP) 819 Taylor Street, P.O. Box 17181 Fort Worth, TX 76102-0181

Or electronically at FINANCE.GSA.GOV

A copy of the invoice must be provided to George Welch, Contracting Officer, at the following address:

General Services Administration Leasing Division Thomas P. O'Neill Federal Building 10 Causeway Street, Room 1010 Boston, MA 02222

A proper invoice must include the following:

- Invoice date,
- Name of the Lessor as shown on the Lease,
- Lease contract number, building address, and a description, price, and quantity of the items delivered, and
- PDN #: PS0027377.
- 5. <u>AGENCY SPECIFIC REQUIREMENTS</u>: Section 7 of the Lease, "Agency Specific Requirements" is hereby modified as follows:"
 - A. Section 7: The requirement for "parabolic light fixtures" is hereby deleted and replaced with "direct/indirect light fixtures".
 - B. Section(s) 3.22, 7.01, 7.02, 7.04, 7.05, 7.06: Tenant approves a ceiling height of 8.0 feet.
 - C. Section(s) 7.08 & 7.09: Tenant approves a ceiling height of 18.0 feet.
 - D. Section 7.09: Tenant approves one 12'W by 14'H exterior insulated overhead roll-up door with automatic door opener.
 - E. Section 7.12.5: Emergency generator will provide emergency power to tenant lights in hallways, tenant lights in office areas, exterior lighting, mechanical systems, overhead door in vehicle bay, security system and access controls at no additional cost to the Government.

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

INITIALS:

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Lease Amendment Form 12/12