



**Lease Amendment**

No.: 01

**Lease Number:** LVT04886      **Date:** JAN 05 2012

**Address of Premises:** 30 Main Street, Burlington, Vermont      **Building Number:** VT8106

THIS AGREEMENT, made and entered into this date by and between: **INVESTORS CORPORATION OF VERMONT,**

whose address is: **30 Main Street, Burlington, VT 05401-8427,**

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

WHEREAS, the parties hereto desire to amend the Lease to fix the Term/Rent Commencement Date, and to commence the Shell and Operating Costs only.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended as follows:

1) Term/Rent Commencement: Paragraph 2 of the Lease, "Term", is hereby deleted in its entirety and the following is substituted in its place:

"TO HAVE AND TO HOLD the said Premises with their appurtenances for a term commencing on January 15, 2012 and continuing through to January 14, 2022, unless further extended or terminated sooner as provided herein or as may be allowed at law or in equity (the "Lease Term")."

2) Termination Right: Paragraph 3 of the Lease, "Termination Right", is hereby deleted in its entirety and the following is substituted in its place:

"THE GOVERNMENT MAY TERMINATE this Lease in whole or in part at any time on or after January 14, 2017 by giving at least one hundred-twenty (120) days' prior notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said one hundred-twenty (120) day period shall be computed commencing with the day after the date of mailing of the notice by the Government."

(Continued on 2<sup>nd</sup> page)

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

Le [Redacted] VERMONT

[Redacted Signature] (Signature)

President (Title)

In

[Redacted Address]

(Address)

Un [Redacted] ion, Public Buildings Service.

[Redacted Signature] Michael G. Strobel

Leasing Contracting Officer (Official Title)



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3) To amend Paragraph 4 of the Lease, which fixes the Annual Rent to be paid to the Lessor, to provide for a partial rent commencement consisting only of Shell Rent and Operating Cost Base by striking "Years One through Five: Annual Rent in the amount of \$140,227.34 calculated at the rate of \$32.03 per RSF (broken out as follows: Shell Rent: \$23.50 per RSF, Operating Cost Base: \$6.71 per RSF, and Tenant Improvements: \$1.82 per RSF), and payable in the amount of \$11,685.61 per month in arrears, plus CPI adjustments after the first year, if applicable;" and substituting herein the following:

"Years One through Five: Annual rent in the amount of \$132,259.38, payable at the rate of \$11,021.62 per month, in arrears, plus CPI escalations after the first year, if applicable;"

4) The Lessor and the Government acknowledge that a Lease Amendment will be executed to reconcile the Tenant Improvement Allowance retroactively to the Rent Commencement Date and to confirm said rental adjustment is to include the amortization of the Tenant Improvement Allowance as referenced in Paragraph 9 of the Lease, "Tenant Improvement Allowance".

5) The Lessor and the Government further acknowledge that a Broker Commission Credit is due to the Government pursuant to Paragraph 5 of the Lease, "Commission and Commission Credit". Said credit is not yet due and payable until the final Tenant Improvement Allowance have been reconciled and approved by the Government. Upon reconciliation, a Lease Amendment will be executed, setting forth the amount of the Broker Commission Credit actually due to the Government.

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

INITIALS: BS & AS  
LESSOR GOVT