

| | |
|--|-----------------------|
| GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE | LEASE AMENDMENT No. 8 |
| LEASE AMENDMENT | TO LEASE NO. LVT04971 |
| ADDRESS OF PREMISES [REDACTED] 124 Leroy Road, 1 st Floor Williston, VT 05495-8926 | |

THIS AMENDMENT is made and entered into between **O'Brien Family Limited Liability Company**

whose address is: 1855 Williston Road
South Burlington, VT 05403-6070

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

WHEREAS, the parties hereto desire to amend the above Lease.

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

1. The Lessor has completed all the tenant improvements requirements per the Lease No. LVT04971 dated May 2nd, 2013. Effective March 1, 2014, the Government hereby accepts the space as substantially complete therefore the Total Tenant Improvement amount of \$203,007.77 and the Total Building Specific Amortized Capital amount of \$9,376 amortized over fifty-two (52) months at a 6 % rate shall be added to the current rent payment. Shell and Operating rent started July 1, 2013.
2. Paragraph 4 of the Lease is hereby deleted in its entirety and the following is substituted in its place:

"4. THE GOVERNMENT SHALL PAY the Lessor rent in accordance with Paragraph 23-27 of the General Clauses of the Lease, rent as follows:

Annual Rent from 3/1/2014 to 6/30/2018: Annual rent of \$511,250.72 calculated at Shell Rent of \$344,615.04, Operating Cost Base of \$110,855.00, Tenant Improvements of \$53,318.16, Building-Specific Security of \$2,462.52 and payable at the rate of \$42,604.23 per month in arrears and subject to CPI calculations per

This Lease Amendment contains 2 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: [REDACTED]
Name: [REDACTED]
Title: COO
Entity Name: O'Brien Family Limited Liability Co.
Date: 5/21/14

FOR THE

Signature: [REDACTED]
Name: [REDACTED]
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: May 22, 2014

WITNESS

Signature: [REDACTED]
Name: [REDACTED]
Title: Project Coordinator
Date: 5/21/14

Paragraph 4.2 of the Solicitation For Offers Number 8VT2014 (hereinafter, the "SFO"), via Electronic Funds Transfer to:

O'Brien Family Limited Liability Company
1855 Williston Road
South Burlington, VT 05403-6070

Annual Rent for 7/1/2018 -6/30/2023: Annual rent of \$476,029.46 calculated at Shell Rent of \$365,174, Operating Cost Base of \$110,855.00 and payable at the rate of \$39,669.12 per month in arrears and subject to CPI calculations per Paragraph 4.2 of the SFO.

Rent for a lesser period shall be prorated on a per diem basis. The Tenant Improvement Allowance components to the rental rate shall be fully satisfied at the end of the fifth (5th) year."

3. Paragraph 18 of the Lease is hereby deleted in its entirety and the following is substituted in its place:

"18. TENANT IMPROVEMENT ALLOWANCE: Referencing Paragraphs 3.2 of the SFO, Lessor has included in the rental rate a Tenant Improvement (TI) Allowance in the amount of \$203,007.77, and a Building Specific Security allowance of \$9,376.00, and amortized over fifty-two (52) months at the interest rate of 6.0%.

4. Paragraph 21 of the Lease is hereby deleted in its entirety and the following is substituted in its place:

"21. COMMISSION AND CREDIT: The Lessor and the Broker have agreed to a cooperating lease commission of the Aggregate Lease Value of this lease over the firm term. The total amount of the commission is (Annual Rent for Years one (1) through five (5) of \$2,556,253.60 multiplied by . The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego approximately of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is . The Lessor agrees to pay the Commission (half at lease execution and half at lease occupancy) less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease. The Commission less the Commission Credit is .

Notwithstanding Paragraph 4 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully 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: First month's rental payment of \$42,604.23 (which includes \$28,717.92 of shell rent) minus prorated Commission Credit of adjusted first month's rent. Second month's rental payment of \$42,604.23 (which includes \$28,717.92 of shell rent) minus prorated Commission Credit of adjusted second month's rent."

INITIALS:


LESSOR

&


GOV'T