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| <b>GENERAL SERVICES ADMINISTRATION<br/>PUBLIC BUILDINGS SERVICE</b><br><br><b>LEASE AMENDMENT</b>                       | LEASE AMENDMENT No. 1  |
|   | TO LEASE NO. <b>GS-01P-LMA05011</b>                          |
| <b>ADDRESS OF PREMISES</b><br><b>Osgood Landing</b><br><b>1600 Osgood Street</b><br><b>North Andover, MA 01845-1048</b> | <b>PDN Number: TBD</b><br><br><b>Building Number: MA6013</b> |

**THIS AMENDMENT** is made and entered into between **1600 Osgood Street, LLC**  
whose address is: **c/o Ozzy Properties, Inc.**  
**1600 Osgood Street, North Andover, MA 01845-1048**

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 Issue the Notice To Proceed and establish the costs for Tenant Improvements (TI) and Building Specific Amortized Capital (BSAC).**

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 **August 24, 2015** as follows:

- A. THIS LEASE AMENDMENT (LA) FORMALLY AND OFFICIALLY ISSUES THE NOTICE TO PROCEED FOR THE ALTERATIONS TO 2<sup>nd</sup> Floor, 1600 Osgood Street, North Andover, MA AND RELATED SPACE FOR THE [REDACTED] under Lease GS-01P-LMA05011 and Reimbursable Work Authorization (RWA) N1028405

THE TOTAL AMOUNT OF ALTERATIONS IS \$644,512.70 OF WHICH \$249,711 IS TI AND \$115,225 IS BSAC. THE COST BREAKDOWN IS AS FOLLOWS:

|                                  | TI            | BSAC          | TOTAL         |
|----------------------------------|---------------|---------------|---------------|
| TOTAL SUBCONTRACTORS BIDS        | \$ 331,203.34 | \$ 112,662.97 | \$443,866.31  |
| THE GENERAL CONTRACTOR FEE (20%) | \$ 66,240.67  | \$ 22,532.59  | \$ 88,773.26  |
| OTHER LESSOR'S SOFT COSTS (7%)   | \$ 39,744.40  |               |               |
| ARCHITECT/ENGINEER FEE (3%)      | \$ 12,535.80  | \$ 1,000      | \$ 13,535.80  |
| LESSOR'S OVERHEAD & PROFIT (11%) | \$ 44,972.34  | \$ 13,619.58  | \$ 58,591.92  |
| TOTAL COSTS                      | \$ 494,697.34 | \$ 149,815.36 | \$ 644,512.70 |

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: \_\_\_\_\_  
Name: OSZY PROPERTIES  
Title: MANAGER  
Entity Name: 1600 OSGOOD STREET, LLC  
Date: 8/21/15

**FOR THE GOVERNMENT:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Lease Contracting Officer  
GSA, Public Buildings Service,  
Date: AUG 27 2015

**WITNESSED FOR**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: 8/21/15

THIS LEASE CONTAINS A TENANT IMPROVEMENT ALLOWANCE OF \$54.17 PER ABOASF (USF) (\$54.17 x 4609 USF) WHICH EQUATES TO \$249,711 AT THE RATE OF 7% INTEREST. THE TOTAL TI COST IS \$494,697.34. OF THIS AMOUNT THE GOVERNMENT INTENDS TO REIMBURSE THE LESSOR IN ONE LUMP SUM PAYMENT WHOSE TOTAL AMOUNT IS NOT TO EXCEED \$244,986.34, UPON RECEIPT OF FINAL INVOICE AFTER COMPLETION, INSPECTION, AND ACCEPTANCE OF THE SPACE BY THE GSA LEASE CONTRACTING OFFICER.

THE PARTIAL BUY-DOWN OF THE TENANT IMPROVEMENT ALLOWANCE OVERAGE IN THE AMOUNT OF \$244,986.34 WILL BE FUNDED BY THE FOLLOWING REIMBURSABLE WORK AUTHORIZATION (HEREIN REFERRED TO AS "RWA"):

RWA N1028405- \$244,986.34

THIS LEASE CONTAINS A BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) OF \$25.00 PER ABOASF (USF) (\$25.00 X 4609USF) WHICH EQUATES TO \$115,225 AT THE RATE OF 7% INTEREST. THE TOTAL BSAC COST IS \$149,815.36. OF THIS AMOUNT THE GOVERNMENT INTENDS TO REIMBURSE THE LESSOR IN LUMP SUM PAYMENT WHOSE TOTAL AMOUNT IS NOT TO EXCEED \$34,590.36, UPON RECEIPT OF FINAL INVOICES AFTER COMPLETION, INSPECTION, AND ACCEPTANCE OF THE SPACE BY THE GSA LEASE CONTRACTING OFFICER.

THE PARTIAL BUY-DOWN OF THE BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) OVERAGE IN THE AMOUNT OF \$34,590.36 WILL BE FUNDED BY THE FOLLOWING REIMBURSABLE WORK AUTHORIZATION (RWA):

RWA N1028405 - \$34,590.36.

- B. THE LESSOR SHALL FURNISH ALL LABOR, MATERIALS, TOOLS, EQUIPMENT, SERVICES, AND ASSOCIATED WORK TO PERFORM TENANT IMPROVEMENTS IN ACCORDANCE WITH THE STANDARDS SET FORTH IN THE LEASE. THE FINAL 100% CONSTRUCTION DOCUMENTS DATED MAY 28, 2015 AND HEREIN IDENTIFIED AS GSA RLP 4MA0191 – 1600 OSGOOD STREET, NORTH ANDOVER, MA.

THIS LA#1 INCLUDES THE FOLLOWING DOCUMENT ATTACHED HERETO AND INCORPORATED INTO THE LEASE CONTRACT:

- 1. TICS TABLE PROVIDED BY OZZY PROPERTIEX, INC, DATED AUGUST 1, 2015.

- C. UPON FINAL EXECUTION OF THIS LA#1, THE LESSOR SHALL DEVELOP A CONSTRUCTION SCHEDULE. THE CONSTRUCTION SCHEDULE SHALL BE REVIEWED AND APPROVED BY THE GOVERNMENT. PROGRESS MEETING MINUTES SHALL BE ISSUED AS APPLICABLE.

- D. ALL WORK SHALL BE SUBSTANTIALLY COMPLETED BY THE LESSOR NO LATER THAN JANUARY 15, 2016 (100 WORKING DAYS EXCLUDING FEDERAL HOLIDAYS FROM AUGUST 24, 2015) FINAL COMPLETION OF MINOR PUNCH LIST ITEMS SHALL BE FIFTEEN (15) CALENDAR DAYS OF THE DATE OF SUBSTANTIAL COMPLETION.

██████ IS BEING FORCED TO MOVE FROM ITS CURRENT LOCATION NO LATER THAN NOVEMBER 15, 2015. TEMPORARY INTERIM SPACE WILL BE ASSIGNED WITHIN 1600 OSGOOD STREET, NORTH ANDOVER, MA AND PARTIAL RENT COMMENCEMENT FOR OPERATING AND SHELL RENT FOR THE INTERIM SPACE WILL COMMENCE ONCE THE INTERIM RENTAL SQUARE FEET IS FINALIZED.

- E. UPON SUBSTANTIAL COMPLETION OF THE WORK, THE LESSOR SHALL NOTIFY MARK SHINTO, LEASE CONTRACTING OFFICE, AT (617) 565-6507 TO ARRANGE FOR AN INSPECTION AND ACCEPTANCE OF THE TENANT IMPROVEMENTS. SAID INSPECTION AND ACCEPTANCE OF SUCH WORK SHALL OCCUR WHEN THE AGENCY'S SECURITY CERTIFICATION AUTHORITIES ARE AVAILABLE BUT NO LATER THAN TWENTY (20) DAYS OF THE LESSOR'S NOTIFICATION. FOLLOWING THE SAME, RENT SHALL COMMENCE ON THE DATE OF THE ACCEPTANCE OF SUBSTANTIAL COMPLETION BY THE GOVERNMENT, AND A CERTIFICATE OF OCCUPANCY BY THE LESSOR.

- F. A FUTURE LEASE AMENDMENT WILL RECONCILE THE TENANT IMPROVEMENT COSTS AND BUILDING SPECIFIC AMORTIZED CAPITAL COSTS AT FINAL INVOICE AND THE TI RENT AND BSAC RENT SHALL BE ADJUSTED TO REFLECT THE FINAL TI AND BSAC COSTS FOR THIS APPROVED SCOPE OF WORK.

INITIALS: OB & MS  
LESSOR & GOVT