

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
LEASE AMENDMENT

LEASE AMENDMENT NO. 2

TO LEASE NO. **GS-01P-LMA04809**

ADDRESS OF PREMISES 120 Front Street, Worcester, MA, 01608-1413

THIS AGREEMENT, made and entered into this date by and between: **Worcester Renaissance Towers LLC**
whose address is c/o Berkeley Investments, Inc.
121 High Street
Boston, MA 02110-2493

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 formally accept the tenant improvements as substantially complete; to reconcile the tenant improvement allowance used; and to set the lease term date.

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

1. Per LA#1, shell and operating rent commenced on the expiring lease square footage of 12,841 Rentable Square Feet (RSF) or 10,791 ANSI BOMA Office Area Square Feet (ABOASF) on 1/1/2012.
2. The Government hereby accepts as substantially complete, the tenant improvement work completed on the "expansion" space of 1,670 RSF or 1,403 ABOASF as of 4/4/2013. Shell and operating rent for the expansion space therefore begins as of 4/4/2013 with the annual rent being increased by \$35,809.51 (consisting of shell rent of \$20,323.90 and operating rent of \$15,485.61) to \$311,156.77, payable at the rate of \$25,929.73 per month in arrears.
3. The entire space (14,511 RSF / 12,194 ABOASF) is substantially complete and the term start date is hereby established as 6/5/2013.

Continued on page 2

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

FOR THE LESSOR:

Worcester Renaissance Towers LLC
By: Worcester Renaissance Holdings LLC
Berkeley Investments, Inc.

Signature: _____
Name: _____
Title: Vice-President
Date: 08-08-2013

FOR THE

Signature: _____
Name: George Welch
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: AUGUST 13, 2013

WITNESSED

Signature: _____
Name: _____
Title: Sr. Accountant
Date: 8/8/13

LEASE AMENDMENT NUMBER 2 to LEASE NUMBER GS-01P-LMA04809

4. In separate correspondence, the Government issued a Notice to Proceed for Tenant Improvements ("TI") in the amount of \$247,842.55. Per LA#1, the Government elects to amortize this amount over the 5 year firm term at an interest rate of 10%, increasing the annual rent by \$63,191.06. Effective 6/5/2013, the Government shall pay to the Lessor rent as follows:

Effective 6/5/2013 through 6/4/2018: Annual rent of \$374,347.82 (consisting of shell rent of \$176,598.87, operating rent of \$134,557.89 and TI of \$63,191.06) payable at the rate of \$31,195.65 per month, in arrears and;

Effective 6/5/2018 through 6/4/2023: Annual rent of \$343,234.34 (consisting of shell rent of \$208,676.45 and operating rent of \$134,557.89) payable at the rate of \$28,602.86 per month, in arrears

5. Per LA#1, the lease term, including the 5 year firm term was to start upon substantial completion of all proposed tenant improvements. Therefore the lease term is hereby established as 6/5/2013 and ending ten (10) years thereafter, unless extended or sooner terminated as provided for in this lease.

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

Two handwritten signatures in black ink, one on the left and one on the right, positioned above the footer text.