

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT NO. 2
	TO LEASE NO. GS-01P-LMA04968
LEASE AMENDMENT	
ADDRESS OF PREMISES ONE PROGRESS WAY WILMINGTON, MA 01887	PDN Number:

THIS AMENDMENT is made and entered into between

ONE PROGRESS WAY, LLC

whose address is: 20 Pebble Street
Stoneham, MA 02180

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 reconcile the TI allowance used and increase the rent accordingly effective January 25, 2016.

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 UPON EXECUTION as follows:

- A. The tenant improvement allowance ("TI") amount that was expended is hereby confirmed to be \$181,622.01. This includes a reduction in the agreed upon charges of [REDACTED] allotted to the installation of 62 T-5 fixtures in the warehouse portion of the space that were required to be paid for by the Lessor per the terms of the Lease as noted in Lease Paragraph 1.22 "Building Improvements" in order to comply with the Lease Energy Independence and Security Act requirements. The Building Specific Amortized Capital allowance as noted in Lease Paragraph 1.14 was not used.
- B. Per Lease Amendment #1, the Government and Lessor agreed to start rental payments consisting of shell and operating expenses only in the amount of \$696,802.50 per annum payable at the rate of \$58,066.88 per month, plus any CPI escalations, if applicable. Per the terms of the Lease, the tenant improvement allowance was to be amortized over the 15 year term of the Lease at 0%. The Government has accepted the tenant improvement work as of December 9, 2015. Using an effective date of January 25, 2016, the TI used is hereby amortized at 0% over the remaining 163 months of the 15 year term resulting in an increase to the rent of \$13,370.95 per year or \$1,114.24546 per month. The rent schedule, notwithstanding any operating expense adjustments or accruals shall hereby be corrected to read:

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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:

One Progress [REDACTED]
Signature: [REDACTED]
Name: [REDACTED]
Title: [REDACTED]
Date: ARTHUR W. KALVADES AS MGR,
ONE PROGRESS WAY LLC 1/26/16

FOR THE GOVERNMENT:

[REDACTED]
Signature: [REDACTED]
Name: [REDACTED]
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: JAN 28 2016

WITNESSED FOR THE LESSOR BY:

Signature: [REDACTED]
Name: ANN CREEDON
Title: _____
Date: 1/26/2016

	Months 1-17	Months 18-120	Months 121-180
	8/25/2014 - 1/24/2016	1/25/2016 - 8/24/2024	8/25/2024 - 8/24/2029
	Rate per RSF	Rate per RSF	Rate per RSF
Shell	\$11.17000	\$11.17000	\$11.77000
Operating	\$2.78000	\$2.78000	\$2.78000
TI	\$0.00000	\$0.26769	\$0.26769
Full Service	\$13.95	\$14.22	\$14.82
Annual	\$696,802.50	\$710,173.45	\$740,143.45
Monthly	\$58,066.88	\$59,181.12	\$61,678.62

C. Lease Paragraph 1.07 " Broker Commission and Commission Credit (JUN 2012) shall hereby be deleted in its entirety and replaced with the following:

- Savills Studley, Inc. is the only authorized real estate broker representing the Government in connection with this lease transaction. The Lessor and Savills Studley have agreed to a cooperating lease commission of [REDACTED] percent of the lease value for the firm term, from August 25, 2014 through August 24, 2024. The total amount of the Commission is [REDACTED], and is payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission will be payable to Savills Studley, Inc., with the remaining [REDACTED] which is the "commission credit", to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this commission credit. Savills Studley has been paid [REDACTED] to date with the remaining balance of [REDACTED] being due upon execution of this Lease Amendment.

The shell portion of the rental payments due and owing for the month of February 2016 shall be reduced to fully recapture the Commission Credit as indicated in this schedule for adjusted Monthly Rent:

February 2016 Rental Payment of \$59,181.12 per month minus the Commission Credit of [REDACTED] equals [REDACTED] adjusted February 2016 Rent, subject to continuing annual adjustments for increases or decreases in operating costs in accordance with the terms previously established under the Lease.

INITIALS: AK LESSOR & JAS GOV'T