

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 5
	TO LEASE NO.: GS-01B-04640
ADDRESS OF PREMISES: 510 Congress Street Portland, ME 04101-3410	
Building Number: ME4166	

THIS AMENDMENT is made and entered into between **CENTER CITY PLAZA ASSOCIATES, LLC**

Whose address is: c/o Harold Pachios
 Preti, Flaherty, Beliveau & Pachios
 One City Center
 P.O. Box 9546
 Portland, ME 04112-9546, hereinafter called the Lessor, and

The **UNITED STATES OF AMERICA**, hereinafter called the Government;

WHEREAS, the parties hereto desire to amend the above Lease in order to adjust the Broker Commission and Commission Credit.

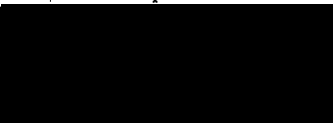
WHEREAS, in SLA 4, the parties amended the firm term and annual rent as follows:


- A. In Paragraph B, the termination right was amended such that the Government may terminate this lease after the last day of the eighth (8th) year of the Lease Term (Commencement Date being June 13, 2012), and the firm term was changed from 5 years to 8 years, and,
- B. In Paragraph C.12, the Annual rent for the firm term was changed to \$621,815.75.

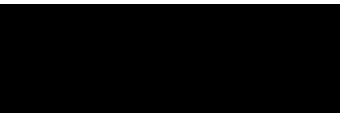
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This Lease Amendment contains two (2) pages.

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

FOR THE LESSOR 
 Signature: _____
 Name: Peter L Pachios
 Title: Managing Member
 Entity Name: Center City Plaza Associates LLC
 Date: 6/3/13

FOR THE GOVERNMENT 
 Signature: _____
 Name: GEORGE E. WELCH
 Title: Leasing Contracting Officer
GSA, Public Buildings Service,
 Date: JUNE 10, 2013

WITNESS 
 Signature: _____
 Name: Harold Pachios
 Title: Managing Member
 Date: 6/3/2013

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

- A. Paragraph 28 of the Lease, as amended by SLA 1, is deleted in its entirety and the following paragraph is substituted therefore:

28. BROKER COMMISSION AND COMMISSION CREDIT.

The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease consisting of the shell rental rate, parking rent, base year operating expenses and amortization of tenant improvement less the commission credit to the Government. Lessor shall pay the Broker no additional commissions associated with this lease transaction. The total amount of the commission is [REDACTED]. In accordance with the "Broker Commission and Commission Credit" paragraph 2.4, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED]. The Lessor agrees to pay the balance of the Commission of [REDACTED] less [REDACTED] previously paid leaving a net balance of [REDACTED] to be paid 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 shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit and continue as indicated in this schedule for adjusted Monthly Rent:

First month's rental payment of \$51,817.98 (which includes \$24,513.78 shell rent) minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted first month's rent.

Second month's rental payment of \$51,817.98 (which includes \$24,513.78 shell rent) minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted second month's rent.

Third month's rental payment of \$51,817.98 (which includes \$24,513.78 shell rent) minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted third month's rent.

- B. To confirm that the name and address of the Lessor is revised to read as follows:

Center City Plaza Associates, LLC
 c/o Harold Pachios
 Preti, Flaherty, Beliveau & Pachios
 One City Center
 P.O. Box 9546
 Portland, ME 04112-9546

- C. GSA Form 3518, "Representations and Certifications", as fully executed by Lessor, is attached hereto and by this reference incorporated into the Lease.

All other terms and conditions of the lease shall remain full force and effect.

INITIALS: RP LESSOR & [Signature] GOV'T 6-10-13