

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 2
LEASE AMENDMENT	TO LEASE NO. LMA04718
ADDRESS OF PREMISES: 1 CLARKS HILL, SUITE 101, FRAMINGHAM, MA 01702-8172	PDN Number:

THIS AMENDMENT is made and entered into between LANDLORD OF 1 CLARKS HILL, FRAMINGHAM, MASSACHUSETTS, AS SPECIFICALLY IDENTIFIED IN LEASE EXHIBIT "N" TITLED "OWNER – 1 CLARKS HILL, FRAMINGHAM, MA"

whose address is: 700 Technology Park Drive Suite 240 Billerica, MA 01821 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 provide swing space for the Government.

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 as follows:

1. Lease Number: To change the lease number from "LMA04718" to "GS-01P-LMA04718".
2. Interim/Swing Space (ISS): The Lessor shall provide interim/swing space at 1 Clarks Hill Framingham MA, located on the third floor and that is formerly known as the "Advocates" suite comprising a total of 15,000+/- rentable square fee (rsf). This space is generally shown outlined by hash marks and identified on plan as [redacted] Interim/Swing Space (ISS) on Exhibit "1" attached hereto and incorporated herein by reference. During the entire term of the ISS, the Government shall have exclusive use of the entire 15,000+/-rsf. It is further mutually agreed that any and all rent paid for the use of the ISS shall be based upon the mutually agreed to 8,200rsf. No rent for the additional rsf above the 8,200rsf is required. The ISS shall not be altered or modified during the term as stated herein without the written approval of Lessor and a Government Lease Contracting Officer.

This Lease Amendment contains 3 pages, plus Exhibit "1" (ISS floor plan) and Exhibit "2" (TI-NTP).

All other terms and conditions of the lease shall remain in force and effect unless specifically modified by this lease amendment or any future lease amendment. Any modifications contained within this Lease Amendment relating to the ISS shall not apply to the terms and conditions of the original lease and only apply to the ISS.

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

FOR THE

[Redacted Signature]

Signature:

Name: William F. Randall

Title: Manager

Entity Name: Direct Invest - 1 Clarks Hill, LLC

Date: 11-6-15

FOR THE

[Redacted Signature]

Signature:

Name: Richard J. Reynolds

Title: Lease Contracting Officer

GSA, Public Buildings Service,

Date: 11/10/2015

WITNESSED FOR THE LESSOR BY:

Signature:

[Redacted Signature]

Name:

Title: Vice President

Date: 11-6-15



3. **Permanent Space:** The permanent space under this lease is Suite 101 located on the first floor of 1 Clarks Hill Framingham MA. Upon notice from the Lessor that it is able to meet the PSO (as defined below), and subject to the terms of the Lease, the Government upon notice of substantial completion and acceptance by the Government of the construction of the permanent space as per the lease terms, shall have 30 days to vacate the ISS. All rent for the ISS shall cease effective the day prior to the date of rent commencement for the permanent space, and no further obligations for the ISS shall exist, including the ISS Term (as defined below) shall expire. The ISS space shall be surrendered in broom clean condition in good order and repair, reasonable wear and tear excepted. All aspects relating to the build-out of the permanent space shall be governed by the terms of the Lease, unless specifically modified by this lease amendment or any future lease amendment.
4. **Permanent Space Obligations (PSO):** Lessor shall have performed all of the following as it relates to the build-out of the permanent space prior to January 31, 2017: 1) received all necessary permits for the construction of the permanent space located on the first floor, 2) escrowed in a separately held bank account fifty (50) percent of all the funds it obligated under the Lease Amendment #3 attached hereto as Exhibit "2", as it relates to the build-out of the permanent space located on the first floor, 3) provide proof of the commitment to fund the remaining fifty percent (50%) for the build-out of the permanent space located on the first floor, and 4) executes Lease Amendment #3 as the "Notice to Proceed" to build-out the permanent space located on the first floor, attached hereto as Exhibit "2" and incorporated herein by reference.

Lessor must provide written documentation satisfactory to the Government Lease Contracting Officer (LCO) on or before January 31, 2017 evidencing compliance with all four (4) criteria as set for above. If any of said documents submitted are deemed not satisfactory to the LCO, lessor shall be notified by the LCO indicating what documents are required and Lessor must provide satisfactory documents within 10 calendar days or Lessor shall be deemed to not have performed the requirements of the PSO.

5. **ISS Rent Commencement:** Rent shall commence for the ISS effective February 1, 2016. Lessor has agreed to provide at no rent occupancy effective December 15, 2015 through January 31, 2016.
6. **ISS Term:** The term for the ISS shall be from January 1, 2016 to June 30, 2018 subject to those termination rights as set forth above in Section 2 and in Section 8 below within this lease amendment.
7. **ISS Base Rent:** The total annual rent (Shell + Operating) for the ISS shall be paid at a rate of \$25.50/rsf for 8,200rsf which equals a total of \$209,100.00. Said rent is payable monthly in arrears at the rate of \$17,425.00 per month and shall be paid by Electronic Funds Transfer. Lessor must register in and have an active registration in SAM.GOV in order to receive rent during the lease term.
8. **ISS Tenant Improvements:** Landlord shall within the entire ISS be responsible for and perform prior to December 1, 2015 all of the following: 1) clean all carpets and flooring within the Swing Space, 2) patch and paint any damaged areas on walls and or doors, 3) provide building standard interior directional and suite entry signage, and 4) provide a \$10,000.00 allowance included within the rent to be used for any purpose by the Government.
9. **Termination Rights:** (a) During the entire term of the Government's occupancy of the ISS, the Government shall have the right upon Ninety (90) days prior written notice to terminate Lease LMA04718 if 1) the Lessor provides notice to the Government that the Lessor, based upon Lessor's knowledge of facts and circumstances that Lessor will not be able to perform the PSO, or 2) the Lessor has not performed the PSO as per the lease for the 1st floor leased space prior to January 31, 2017, or 3) the Lessor has not commenced construction on the permanent space on or before January 31, 2017 with a substantial completion date no later than the number of days as set forth in paragraph 4.01 F of the Lease titled "Construction of TI's and completion of other required construction work". These "Terminations Rights" stated herein paragraph 8(a) are separate and apart from those established in the lease as it relates to the permanent space known as Suite 101 on the first floor and only the 8(a) termination rights stated herein this Lease Amendment shall cease upon the Government's Inspection and Acceptance of said permanent space known as Suite 101.

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LESSOR GOVT

10. **ISS Operating Rent:** The base year Operating Rent for the ISS shall be \$8.00/rsf. This rate is subject to CPI adjustments as per the terms set forth in the lease and shall only apply to this ISS and not apply to the Permanent Space.
11. **ISS Real Estate Taxes:** The Base year Real Estate Taxes for this ISS shall be the unadjusted full assessed real estate taxes as set forth by the local taxing authority for the 2016 tax year. This Base shall only apply to the ISS and shall not apply to the permanent space to be located on the first floor, Suite 101. The Base tax for Suite 101 shall be established as per the terms of the lease after the commencement of the rent for that leased space.

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