

LEASE AMENDMENT

LEASE AMENDMENT NO. 01	TO LEASE NO. LMA04768	DATE JAN 05 2012	PAGE 1 of 3
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Address Of Premises: One Monarch Place, 1414 Main Street, Springfield, MA Building Number: MA5954

THIS AGREEMENT, made and entered into this date by and between PICKNELLY FAMILY LIMITED PARTNERSHIP,

whose address is: c/o Falcon Management
One Monarch Place, Suite 2410
1414 Main Street
Springfield, MA 01144-2410

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the Lease to, among other things, establish the Rent Commencement Date and to order tenant improvements which exceed the Tenant Improvement Allowance.

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

- 1. TERM/RENT COMMENCEMENT: Paragraph 2 of the Lease, "Term", is hereby deleted in its entirety and the following is substituted in its place:

"TERM: TO HAVE AND TO HOLD the said premises with their appurtenances for a term commencing on December 9, 2011 (the "Rent Commencement Date") and continuing through to December 8, 2021 (the "Termination Date") unless extended or terminated earlier as provided herein or as may be allowed at law or in equity (the "Lease Term")."

- 2. TERMINATION RIGHT: Paragraph 3 of the Lease, "Termination Right", is hereby deleted in its entirety and the following is substituted in its place:

"Termination Right: THE GOVERNMENT MAY TERMINATE this Lease in whole or in part at any time on or after December 8, 2016 by giving at least one hundred-twenty (120) days' prior notice in writing to the Lessor and no rental shall accrue after the effective date of termination."

(continued on next page)

LESSOR: PICKNELLY FAMILY LIMITED PARTNERSHIP

SIGNATURE [Signature] NAME OF SIGNER Paul Picknelly

ADDRESS 1414 MAIN ST, SUITE 2500, SPRINGFIELD, MA 01144

IN PRESENCE OF

SIGNATURE [Signature] NAME OF SIGNER Sally Beardon

ADDRESS 1414 MAIN ST, SUITE 2500, SPRINGFIELD, MA 01144

UNITED STATES OF AMERICA

SIGNATURE [Signature] NAME OF SIGNER: Michael G. Strobel

OFFICIAL TITLE OF SIGNER: Leasing Contracting Officer

3. **ANNUAL RENT:** Paragraph 4 of the Lease, which fixes the Annual Rent to be paid to the Lessor, is hereby deleted in its entirety and the following is substituted in its place:

"THE GOVERNMENT SHALL PAY to the Lessor, commencing on the Rent Commencement Date and in accordance with Paragraphs 23-27 of the General Clauses of the Lease, rent as follows:

Years 1 through 5: Annual rent of \$63,323.92, calculated at the rate of \$25.36 per RSF (broken out as follows: Shell Rent - \$10.99 per RSF; Operating Cost Base - \$7.01 per RSF; and Tenant Improvements - \$7.36 per RSF), and payable at the rate of \$5,276.99 per month in arrears, and subject to CPI adjustment per Paragraph 4.3 of the Solicitation For Offers Number OMA2032, dated June 25, 2010 (the "SFO").

Years 6 through 10: Annual rent of \$49,940.00, calculated at the rate of \$20.00 per RSF (broken out as follows: Shell Rent - \$12.99 per RSF; and Operating Cost Base - \$7.01 per RSF), and payable at the rate of \$4,161.67 per month in arrears and subject to CPI adjustment per Paragraph 4.3 of the SFO.

Rent shall be paid via Electronic Funds Transfer to:

Picknelly Family Limited Partnership
One Monarch Place, Suite 2410
Springfield, MA 01144-2410

Rent for a lesser period shall be prorated on a per diem basis. The Tenant Improvement Allowance component of the Annual Rent for Years 1 through 5 shall be fully amortized at the end of the fifth (5th) year."

4. **PAYMENT FOR TENANT IMPROVEMENTS:**

- A. Paragraph 16 of the Lease, "Tenant Improvement Allowance", is hereby amended to state that the Tenant Improvement Allowance to be amortized in the Annual Rental Rate is \$79,182.45.
- B. In a correspondence dated September 14, 2011, the Government issued a Notice to Proceed for the Tenant Improvements in the amount of **\$328,447.00**. In complete satisfaction for the work provided therein and acceptance of the space, the Government will pay the Lessor **\$249,264.55** in a lump sum payment.
- C. The additional **\$249,264.55** shall be funded by the following Reimbursable Work Authorization ("RWA"): N1215234.
- D. An original invoice must be submitted directly to the GSA Finance Office at the following address:
General Services Administration
Fort Worth Finance
FTS and PBS Payment Division (7BCP)
819 Taylor Street, P.O. Box 17181
Fort Worth, TX 76102-0181

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INITIALS:


LESSOR & 
GOV'T

A copy of the invoice must be provided to Michael Strobel, Contracting Officer, at the following address:

General Services Administration
Real Estate Acquisition Division
Thomas P. O'Neill Federal Building
10 Causeway Street, Room 1010
Boston, MA 02222

A proper invoice must include the following:

- Invoice date
- Name of the Lessor as shown on the Lease
- Lease contract number, building address, and a description, price, and quantity of the items delivered
- PDN #: **PS0021472**

5. **BROKER COMMISSION AND CREDIT**: Paragraph 19 of the Lease, "Commission and Credit", is hereby deleted in its entirety and the following is substituted in its place:

"The Lessor and the Broker, Jones Lang LaSalle, have agreed to a cooperating lease commission of [REDACTED] of the Aggregate Lease Value of this Lease over the firm term. The total amount of the Commission is [REDACTED] (Annual Rent for Years one (1) through five (5) of \$63,323.92 multiplied by [REDACTED]). The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with paragraph 2.2 of the SFO, "Broker Commission and Commission Credit", attached to and forming a part of this lease, 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 Commission [REDACTED] less the Commission Credit to the Broker in accordance with paragraph 2.2 of the SFO, "Broker Commission and Commission Credit". The Commission less the Commission Credit is [REDACTED]

The shell rental portion of the annual rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in the following schedule for adjusted Monthly Rent:

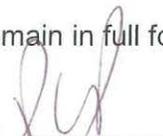
First Month's Rental Payment of \$5,276.99 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent,

Second Month's Rental Payment of \$5,276.99 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent,

Third Month's Rental Payment of \$5,276.99 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent."

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

INITIALS:


LESSOR & 
GOVT