

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	AMENDMENT NO. 3	DATE JAN. 16, 2014
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TO LEASE NO. LVT04814

ADDRESS OF PREMISES:
1222 Putney Road, Brattleboro, VT 05304 **Building Number: VT8102**

THIS AGREEMENT, made and entered into this date by and between **1222 Putney Road, LLC** whose address is: 129 Robin Hill Road, West Townshend, VT 05359

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

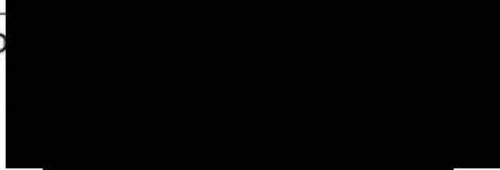

WHEREAS, the parties hereto desire to amend the above Lease.

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

1. The Government started shell and operating rent, per Supplemental Lease Agreement number 1, on February 7, 2012. The Government hereby establishes the date of acceptance and Substantial Completion of the demised premises, and the date to start the Tenant Improvement ("TI") reconciliation, as September 7, 2013.
2. Paragraph 1 of the SF-2 is hereby amended to decrease the RSF by nine (9) SF and the USF by seven (7) SF per the Fire Protection and Life Safety enhancements made to the building and a wall being moved into the Government's space. The new RSF and USF are 1,391 and 1,141, respectively.
3. Paragraph 1 of the SF-2 is hereby amended to strike the address of the Leased Premises noted in the first sentence and replace the language with the following: Vermont Building, 1222 Putney Road, Suite #206, Brattleboro, VT 05304.

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

LESSOR		<u>1222 Putney Road LLC</u> <u>P.O. Box 1352 West Townshend VT</u> <u>05359</u>
BY		
IN PRESENCE		<u>1222 Putney Road LLC.</u> <u>P.O. Box 1352 West Townshend VT</u> <small>(Address)</small> <u>05359</u>

UNITED STATES OF AMERICA	GENERAL SERVICES ADMINISTRATION
BY	 <u>Lease Contracting Officer</u>
	George E. Veitch 1.6.14

4. The total amount of TI to be reconciled is \$7,030.00. Amortization of this amount, notwithstanding the 5-year term stated in Paragraph 14 of the SF2, will be effective over a 41-month period from September 7, 2013 through February 6, 2017 (the remaining firm term). Paragraph 4 of the SF-2 is hereby deleted in its entirety and the following language, which includes the final TI reconciliation and incorporates Paragraph 2 changes above, is substituted therefore:

"4. THE GOVERNMENT SHALL PAY to the Lessor, commencing on September 7, 2013, rent as follows:

September 7, 2013 – February 6, 2017: Annual rent of \$38,929.78 payable at the rate of \$3,244.15 per month in arrears and subject to CPI calculations per Paragraph 4.3 of the Solicitation For Offers Number 7VT2008, dated November 2009 (hereinafter, the "SFO"),

February 7, 2017 – February 6, 2022: Annual rent of \$39,177.08 payable at the rate of \$3,264.76 per month in arrears and subject to CPI calculations per Paragraph 4.3 of the SFO, via Electronic Funds Transfer to:

1222 Putney Road, LLC
129 Robin Hill Road
West Townsend, Vermont 05359

Rent for a lesser period shall be prorated on a per diem basis."

5. Paragraph 9 of the SF-2 is hereby amended to strike the stated Percentage of Occupancy per the changes to the RSF in Paragraph 1 of the SF-2 noted above; the new Percentage of Occupancy is 7.4306%.
6. Paragraph 10 of the SF-2 is hereby amended to strike the stated Operating Cost Base per the changes to the RSF in Paragraph 1 of the SF-2 noted above; the new Operating Cost Base is \$6,168.65 as of 9/7/13. The new base year is 2013 and the next CPI increase is due 2/7/14.
7. Paragraph 13, Notices, of the SF-2 is amended to strike the current address for the Lessor notifications and replace it with the following address:

1222 Putney Road, LLC
PO Box 1352
West Townshend, Vermont 05359

8. Paragraph 16 of the SF-2 is hereby deleted in its entirety and replaced with the following:

"16. COMMISSION AND CREDIT: The Lessor and the Broker have agreed to a cooperating lease commission of 10% of the firm term value of this lease. The total amount of the commission is \$7,030.00 (monthly rent of \$3,059.79 x 19 months plus monthly rent of \$3,244.15 x 41 months, multiplied by 10%). Any change in the firm term value of this Lease caused by the use of the Tenant Improvements Allowance shall be reflected in a Lease Amendment and the total commission to be paid to the Broker shall be amended as such. The Lessor shall pay the Broker no additional commissions

Continued on Page 3.

INITIALS:

LESSOR


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associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, 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] (half at lease execution and half at lease occupancy) 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. Notwithstanding Paragraph 4 of this Standard Form 2, the shell 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 this schedule for adjusted Monthly Rent:

First month's rental payment of \$3,059.79 minus Commission Credit of [REDACTED] equals [REDACTED] adjusted first month's rent.

No further adjustments related to this commission shall be made to the rental rate."

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

INITIALS: _____
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