

Lease Amendment

No.: 02

Lease Number: LVT04886**Date:****JUL 21 2012**

Address of Premises: 30 Main Street, Burlington, Vermont

Building Number: VT8106

THIS AGREEMENT, made and entered into this date by and between: **INVESTORS CORPORATION OF VERMONT,**

whose address is: 30 Main Street, Burlington, VT 05401-8427,

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

WHEREAS, the parties hereto desire to amend the Lease to adjust the Annual Rent and the Commission Credit, and to reconcile the Tenant Improvement Costs.

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

1) Annual Rent: Paragraph 4 of the Lease, and Paragraph 3 of Lease Amendment No. 1, both dated dated January 5, 2012, are hereby deleted in their entirety, and the following is substituted in its place:"THE GOVERNMENT SHALL PAY to the Lessor, commencing on the Commencement Date and payable via Electronic Funds Transfer, rent as follows:Years One through Five: Annual Rent in the amount of \$137,232.24, calculated at the rate of \$31.35 per RSF (broken out as follows: Shell Rent: \$23.50 per RSF, Operating Cost Base: \$6.71 per RSF, and Tenant Improvements: \$1.14 per RSF), and payable in the amount of \$11,436.02 per month in arrears, plus CPI adjustments after the first year, if applicable;Years Six through Ten: Annual Rent of \$140,665.14, calculated at the rate of \$32.13 per RSF (broken out as follows: Shell Rent: \$25.42 per RSF, and Operating Cost Base: \$6.71 per RSF), and payable in the amount of \$11,722.10 per month in arrears, plus CPI adjustments, if applicable, to:Investors Corporation of Vermont
30 Main Street, Suite 401
Burlington, VT 05401-8427

Rent for a period of less than one month shall be prorated on a per diem basis.

(Lease Amendment No. 2 continued on Page 2)

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

[Redacted Signature] VERMONT
(Signature)President
(Title)

In

[Redacted Signature]

30 Main St., Suite 401 Burlington, Vt.
(Address)

United States General Services Administration, Public Buildings Service.

[Redacted Signature]
Michael G. StrobelLeasing Contracting Officer
(Official Title)



Lease Amendment No. 02
Lease No. LVT4886

2) Tenant Improvement Allowance: amending Paragraph 9 of the Lease, "Tenant Improvement Allowance":

- I) the Government, by correspondence dated March 22, 2012, issued a Notice to Proceed for tenant improvements in the amount of \$17,548.00.
- II) In additional separate correspondences dated April 11, 2012 and April 16, 2012, the Government issued Notices to Proceed for additional tenant improvements totaling \$2,889.81. The Lessor has furnished and the Government has accepted the following items in accordance with said Notices to Proceed:
 - 1) Change Request #1 - \$1,987.00 for installation of two (2) quad outlets, four (4) cabinets, and three (3) grommets.
 - 2) Change Request #2 - [REDACTED] for replacement of two (2) locks.
- III) Pursuant to the above two (2) Change Requests, the total costs for the tenant improvements is \$20,437.81. As set forth in Paragraph 9 of the Lease, this amount is to be included in the rental rate and amortized over the first five (5) years of the lease term at the rate of eight percent (8%).

3) Commission and Commission Credit: Paragraph 5 of the Lease, "Commission and Commission Credit", is hereby deleted in its entirety and the following is substituted in its place:

"COMMISSION AND COMMISSION CREDIT: In accordance with SFO Paragraph 2.4, CB Richard Ellis or its subcontractors John Burweiger and Federal Real Estate Services, Inc. (the Broker) is the authorized real estate broker representing GSA in connection with this lease transaction. The total amount of the Commission is [REDACTED] and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Due to the Commission Credit described in SFO Paragraph 2.4, only [REDACTED] of the Commission, will be payable to the Broker 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. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time period practicable.

Notwithstanding Paragraph 4 of this Lease, 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 \$11,436.02 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Second Month's Rental Payment of \$11,436.02 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent.

NOTE: Commissions and/or credits are treated as confidential financial information and are not for public disclosure. The information is not for use for any other purpose than that for which it is provided without consent of the GSA Leasing Contracting Officer."

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

END OF LEASE AMENDMENT NO. 2

INITIALS: AS & MS
LESSOR & GOVT