

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 3
	TO LEASE NO. LNH04908
ADDRESS OF PREMISES 112 ETNA ROAD LEBANON, NH 03766-1454	PDN Number:

THIS AGREEMENT, made and entered into this date by and between Etna Road Associates whose address is: 27 Green Street, Newbury, MA 01951

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

WHEREAS, the parties hereto desire to amend the above Lease to accept the Space as substantially complete and commence payment of rent.

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

A. Delete the words beginning with the word "LEASE TERM" and ending with the words "by the Government" contained on Page 1 of the Lease and substitute the following thereto:

"LEASE TERM


To Have and To Hold the said Premises with their appurtenances for the term of 18 months (12 months firm) commencing on November 16, 2012 (the "Commencement Date"), and ending on May 15, 2014 unless further extended or terminated sooner as provided herein or as may be allowed at law or in equity (the "Lease Term")."

Continued on Page 2


This Lease Amendment contains 2 pages.

All other terms and conditions of the lease shall remain in force and effect.
 IN WITNESS WHEREOF, the parties subscribed their names as of the below date.


FOR THE LESSOR:

Signature: 
 Name: NICHOLAS R OREM
 Title: MANAGING PARTNER
 Entity Name: ETNA ROAD ASSOCIATES
 Date: 12/10/12

FOR THE GOVERNMENT:

Signature: 
 Name: George Welch
 Title: Lease Contracting Officer
GSA, Public Buildings Service, 1PRL
 Date: 12-12-12

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: PHYLLIS R OREM
 Title: _____
 Date: 12/10/12

B. Paragraph 1.04 entitled "BROKER COMMISSION AND COMMISSION CREDIT (SIMPLIFIED) (APR 2011) is deleted in its entirety and the following substituted thereto.

1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)

A. CBRE or its subcontractors John Burweger 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 to the Broker is [REDACTED] and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission will be payable to John Burweger and Federal Real Estate Services, Inc. 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 practicable.

A. Notwithstanding anything in this Lease to the contrary, the shell rental payments due and owing under this Lease shall be reduced to recapture fully 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:

Month 1 Rental Payment \$24,579.39 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.

End of Lease Amendment #3

INITIALS: _____ & _____
LESSOR GOVT