

Lease Amendment Agreement
Number 2

Lease Number: LR104621 Date: May, 2012

30-60 Quaker Lane, Warwick, RI 02886-0111 GSA Building # RI7085

THIS AGREEMENT, made and entered into this date by and between Baltic Quaker, LLC whose address is: c/o The Baltic Group, LLC, 2180 Mendon Road, Suite 11, Cumberland, RI 02864 hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government: WHEREAS, the parties hereto desire to amend the above Lease. WHEREAS, the Commencement Date of the lease is January 12, 2011, as established in Supplemental Lease Agreement #1 dated August 24, 2011 NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended as follows:

- 1. To establish the effective date of substantial completion of the tenant improvements as April 13, 2012, and to initiate amortization of the Tenant Improvements effective May 12, 2012.
2. Paragraph 4 of the Lease, as amended, is deleted in its entirety and replaced with the following:

4. THE GOVERNMENT SHALL PAY to the Lessor, commencing on the Commencement Date and in accordance with Paragraph 23-27 of the General Clauses, rent as follows:

~~Months one (1) through fifteen (15); JANUARY 12, 2011 THROUGH MAY 11, 2012~~

Annual Rent of \$326,685.10, calculated at the rate of \$19.70 per RSF (rounded), and payable at the rate of \$27,223.76 per month in arrears, plus CPI adjustments after the first year per Paragraph 4.3 of the Solicitation For Offers Number 6RI0009 (hereinafter, the "SFO"). Annual rent is comprised of the following components:

\$228,016.26 in Shell rent; and
\$ 98,668.85 in Operating Cost Base per paragraph 4.3 of the SFO.

(Continued)

their names as of the above date.

Manager Partner (Title)

2130 Mendon Rd. Suite 3, Cumberland, RI 02864 (Address)

Administration, Public Buildings Service

Contracting Officer (Official Title)

GEORGE E. WELCH

7.24.12

Lessor's Initials

Gov't Initials

[Signature]
Lessor

[Signature]
Gov

~~Months sixteen (16) through sixty (60): MAY 12, 2011 THROUGH FEBRUARY 11, 2016~~

Annual Rent of \$380,935.87, calculated at the rate of \$22.97 per RSF (rounded), and payable at the rate of \$31,744.66 per month in arrears, plus CPI adjustments after the first year per Paragraph 4.3 of the SFO. Annual rent is comprised of the following components:

- \$228,015.25 in Shell rent;
- \$ 98,668.85 in Operating Cost Base per paragraph 4.3 of the SFO; and
- \$ 54,250.77 in Tenant Improvement rent.

[Signature]
Lessor

[Signature]
Gov

~~Months sixty one (61) through one hundred twenty (120): FEBRUARY 12, 2016 THROUGH JANUARY 11, 2021~~

Annual Rent of \$343,268.10, calculated at the rate of \$20.70 per RSF (rounded), and payable at the rate of \$28,605.68 per month in arrears, plus CPI adjustments after the first year per Paragraph 4.3 of the SFO. Annual rent is comprised of the following components:

- \$244,599.25 in Shell rent; and
- \$ 98,668.85 in Operating Cost Base per paragraph 4.3 of the SFO.

Payable via Electronic Funds Transfer to:

Baltic Quaker, LLC c/o The Baltic Group, LLC
2180 Mendon Road, Suite 11
Cumberland, RI 02864

Rent for a lesser period shall be prorated on a per diem basis. The Tenant Improvement Allowance components of the rental rate shall be fully satisfied at the end of the fifth (5th) year on FEBRUARY 11, 2016.

[Signature]
Lessor

[Signature]
Gov

3. Referencing Paragraph 16 of the Lease, as amended by SLA #1, the Lessor has provided, at the Government's request, Tenant Improvements in the total amount of \$175,259.73 which shall be amortized in the rent as noted in Paragraph 2, above, beginning May 12. This amount is derived as follows:

Notice to Proceed dated 12/20/2011	\$ 134,354.73
Change Order 1 (additional [redacted])	[redacted]
Change Order 2 (Additional security work)	[redacted]
Change Order 3 (CID circuit)	[redacted]
Change Order 4 (HVAC balancing)	[redacted]
Change Order 5 (renovate three restrooms)	[redacted]
Change Order 6 (additional electrical)	[redacted]
Total Tenant Improvement (TI) Costs:	\$ 175,259.73

Therefore, paragraph 16, as amended by SLA #1, is deleted in its entirety and replaced with the following:

16. TENANT IMPROVEMENT ALLOWANCE: Referencing Paragraphs 3.2 of the SFO, Lessor has included in the rental rate a Tenant Improvement (TI) Allowance in the amount of \$175,259.73, calculated at \$12.15 (rounded) per ANSI/BOMA Office Area Square Foot, and amortized over the remaining forty-five (45) months of the firm term of the lease at the interest rate of 8.0%.

4. Paragraph 19 of the Lease is deleted in its entirety and replaced with the following:

19. COMMISSION AND CREDIT: The lessor and the Broker have agreed to a cooperating lease commission of [redacted] of the firm term value of this lease. The total amount of the commission is [redacted]. The Lessor shall pay the Broker no additional commissions 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

Lessor's Initials [Signature] Gov't Initials [Signature]

pay the Commission (half at lease execution and half at lease occupancy) less the Commission Credit 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. The Commission less the Commission Credit is [REDACTED]

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 of [REDACTED]. Per SLA 1 date 8.24.11, the Commission Credit was [REDACTED] and deducted from the first month's rent. Consequently, the remaining balance of [REDACTED] shall be deducted from the shell rent in the 16th month:

The May 12, 2012 rental payment of \$31,744.66 (of which \$19,001.35 is Shell rent) minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted first month's rent.

5. Paragraph 10.13 "[REDACTED] Protection Requirements" of the SFO portion of the Lease is hereby deleted in its entirety.
6. The firm term of the lease shall be extended to February 11, 2016.

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

Lessor's Initials [Signature] Gov't Initials [Signature]
DATE 1-30-12 DATE 7.24.12