

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2 TO LEASE NO. GS-01P-LMA05011
ADDRESS OF PREMISES Osgood Landing 1600 Osgood Street North Andover, MA 01845-1048	PDN Number: TBD Building Number: MA6013

THIS AMENDMENT is made and entered into between **1600 Osgood Street, LLC**

whose address is: **c/o Ozzy Properties, Inc.**
1600 Osgood Street, North Andover, MA 01845-1048

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 commence rent on the temporary interim 1,860 RSF, Suite E218, 1600 Osgood Street, North Andover, MA for the period starting November 15, 2015 until January 14, 2016 and to commence full rent on permanent 5,300 RSF, Suite 2101, 1600 Osgood Street, North Andover, MA on January 15, 2016, unless changed by future Lease Amendment.**

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective **November 14, 2015** as follows:

A. In Lease Amendment #1, Paragraph D, The Government and the Lessor have agreed to commence rent for an interim space within the building for the [redacted] before their permanent space is completed to help mitigate a need to accommodate equipment from their current lease location which expires on November 14, 2015. The interim space is hereby identified as Suite E218, 1600 Osgood Street, North Andover, MA and the rentable square feet is 1,860.

The shell rent is \$15.86 per RSF.
The Operating rent is \$2.75 per RSF.

November 15, 2015 through January 14, 2016: Annual rent of \$34, 614, calculated at the shell rent of \$29,499.60, and operating cost base of \$5,115, and payable at the rate of \$2,884.50 per month. Rent for a lessor period will be prorated.

B. **January 15, 2016 through January 14, 2026:** The Government shall pay the Lessor annual rent, payable in monthly

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:

FOR THE GOVERNMENT:

Signature: [redacted]
Name: [redacted]
Title: **MANAGER**
Entity Name: **1600 OSGOOD ST., LLC.**
Date: **11/13/15**

Signature: [redacted]
Name: [redacted]
Title: **Lease Contracting Officer**
GSA, Public Buildings Service,
Date: **NOV 16 2015**

WITNESSED FOR THE LESSOR BY:

Signature: [redacted]
Name: [redacted]
Title: **VP-Ozzy Properties**
Date: **11/13/15**

installments in arrears , at the following rate:

	FIRM TERM (YR 1-5)	NON FIRM TERM (YR 6-10)
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$ 84,058.00	\$ 96,672.00
TENANT IMPROVEMENTS RENT ²	\$ 59,334.93	\$ 0.00
OPERATING COSTS ³	\$ 14,575.00	\$ 14,575.00
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	\$ 27,379.12	\$ 0.00
TOTAL ANNUAL RENT	\$185,347.05	\$ 111,247.00

¹Shell rent calculation:

(Firm Term) \$15.86 per RSF multiplied by 5,300 RSF

(Non Firm Term) \$18.24 per RSF multiplied by 5,300 RSF

²The Tenant Improvement Allowance of \$249,711.00 is amortized at a rate of 7 percent per annum over 5 years.

³Operating Costs rent calculation: \$2.75 per RSF multiplied by 5,300 RSF

⁴Building Specific Amortized Capital (BSAC) of \$115,225.00 are amortized at a rate of 7 percent per annum over 5 years

- C. The temporary interim space of 1,860 RSF, Suite E218, terminates the day before the rent commences for the permanent space, Suite 2101 on or about January 15, 2016.
- D. The term for this lease hereby changes from 120 months to 121.5 months to accommodate the 1.5 months of rent for the temporary interim space per the terms of the Lease Amendment #1, Paragraph D.

END OF LA #2

ALL OTHER TERMS AND CONDITIONS OF THE LEASE WILL REMAIN IN FORCE AND EFFECT.

INITIALS:


LESSOR

&


GOVT