

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. #2
	TO LEASE NO. GS-01B-LVT04787
ADDRESS OF PREMISES 118 PROSPECT STREET WHITE RIVER JUNCTION, VT 05001	PDN Number:

THIS AMENDMENT is made and entered into between
DEW PROSPECT STREET, LLC
whose address is: 277 BLAIR PARK ROAD, SUITE 130
WILLISTON, VT 05495

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 amend the Tenant Improvement Allowance (TIA), Lump Sum payment, Rent, Broker Commission and Commission Credit, and establish a Lease Term and rent commencement date.

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 June 15, 2015 as follows:

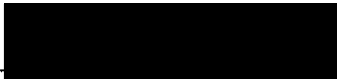
- 1.) Paragraph 2 of Lease Amendment #1 is amended by striking the numbers \$236,255.55 and \$28,282.60 and substituting thereto the numbers \$236,250.13 and \$28,288.02 respectively.
- 2.) Paragraph 1.03 A. of the Lease is deleted in its entirety and replaced with the following:

CONTINUED ON PAGE 2

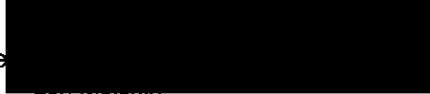

This Lease Amendment contains 2 pages.

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.

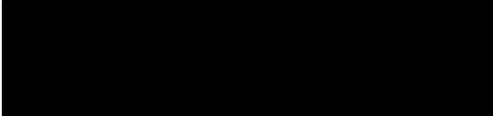

FOR THE LESSOR:

Signature: 
Name: MICHAEL S. KRINGS
Title: MEMBER
Entity Name: DEW PROSPECT STREET LLC
Date: 6/22/15

FOR THE 

Signature: 
Name: 
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 6-25-15

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: 
Title: Property Manager
Date: 6/22/15

"A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM	NON FIRM TERM
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$104,958.00	\$104,958.00
TENANT IMPROVEMENTS RENT ²	\$ 40,069.65	\$ 0
OPERATING COSTS ³	\$ 29,888.04	\$ 29,888.04
BUILDING SPECIFIC SECURITY ⁴	\$ 0.00	\$ 0.00
TOTAL ANNUAL RENT	\$174,915.69	\$134,846.04

¹Shell rent (Firm Term) calculation: \$21.00 per RSF multiplied by 4,998 RSF

²The Tenant Improvement Allowance of \$236,250.13 is amortized at a rate of 5.00 percent per annum over 7 years.

³Operating Costs rent calculation: \$5.98 per RSF multiplied by 4,998 RSF

⁴Building Specific Security Costs of \$0.00 are amortized at a rate of 5.00 percent per annum over 7 years*

3.) Paragraph 1.04. of the Lease is deleted in its entirety and replaced with the following:

"1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)

A. **CBRE or its subcontractors John Burweiger and The Crown Partnership, Inc.** ("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. Only [REDACTED] of the Commission, will be payable to 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 practicable.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, 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 \$14,576.31 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.*

Month 2 Rental Payment \$14,576.31 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.*

Month 3 Rental Payment \$14,576.31 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 3rd Month's Rent.*

* Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration".

4.) The Lease Term shall commence on June 5, 2015 and run through June 4, 2025, unless further extended or terminated sooner as provided herein or as may be allowed at law or in equity (the "Lease Term").

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

End of Lease Amendment #2

INITIALS: NAF & LM
LESSOR GOVT