

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO. LMA04718
ADDRESS OF PREMISES 1 CLARKS HILL, SUITE 101, FRAMINGHAM, MA 01702-8172	PDN Number: N/A

THIS AMENDMENT is made and entered into between **LANDLORD OF 1 CLARKS HILL, FRAMINGHAM, MASSACHUSETTS, AS SPECIFICALLY IDENTIFIED IN LEASE EXHIBIT "N" TITLED "OWNER - 1 CLARKS HILL, FRAMINGHAM, MA"**

whose address is: **51 SAWYER ROAD
WALTHAM, MA 02453-3448**

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

WHEREAS, the parties hereto desire to amend the above Lease.

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, as follows:

1. THE PREMISES, OFFICE AND RELATED SPACE:

Referencing Paragraph 1.01 on page 5, the new total square footage is **10,366** rentable square feet (RSF), yielding **8,639** ANSI/BOMA Office Area (ABOA) square feet of office and related space. The Tenant Improvement Allowance (TIA) is based on **8,545** ANSI/BOMA Office Area (ABOA) square feet of office and related space.

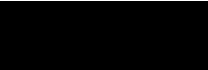
2. FREE SPACE: The Lessor will provide total of **112** rentable square feet (RSF), yielding **94** ANSI/BOMA Office Area (ABOA) square feet of space at no cost to the Government. The resulting annual rental obligation is based on **10,254** rentable square feet (RSF), yielding **8,545** ANSI/BOMA Office Area (ABOA) square feet of office and related space.


This Lease Amendment contains **3** 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.

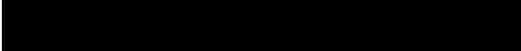
FOR THE LESSOR:

FOR THE GOVERNMENT:

Signature: 
Name: VERONIC W. EVANS
Title: Authorized Signatory
Entity Name: Direct Invest - 1 Clark Hill LLC
Date: 5/15, 2013

Signature: 
Name: ANDREW P. HARRIS
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 5/20/2013

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: ANDREW P. HARRIS
Title: Regional Property Manager
Date: 4/5/13

2. RENT AND OTHER CONSIDERATION:

The Table in Paragraph 1.03 is hereby deleted and replaced with the following:

	Years 1 - 7	Years 8 - 10
	Annual Rent	Annual Rent
Shell Rent	\$ 154,527.78	\$ 183,649.14
Tenant Improvements Rent ¹	\$ 74,964.10	-
Operating Costs	\$ 82,032.00	\$ 100,899.36
Building Specific Security ²	\$ 0.00	\$ 0.00 ³
Full Service Rate	\$ 311,523.88	\$ 284,548.50

¹The Tenant Improvements Allowance is amortized per paragraph 1.08.

²Building Specific Security Costs are amortized at a rate of N/A percent per annum over 7 years.

³Rates may be rounded.

3. PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT, ESTABLISHMENT OF TAX BASE

Paragraph 1.11 is hereby deleted and replaced with the following:

"As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" clause of this lease is **10.06** percent. The percentage of occupancy is derived by dividing the total Government space of 10,254 RSF by the total building space of 101,907 rentable square feet."

4. **Floor Plan:** Lease Exhibit A titled "1 Clarks Hill Floor Plan" is deleted and hereby replaced with the new floor plan included on page 3 of this lease amendment.

INITIALS:


LESSOR

&


GOV'T