

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 1
LEASE AMENDMENT	TO LEASE NO. GS-01P-LRI04921 (the "Lease") Building No. RI7139
ADDRESS OF PREMISES: Metro Center II 475 Kilvert Street Warwick, RI 02886-1379	

THIS AMENDMENT is made and entered into between:

ALBANY ROAD – WARWICK, LLC

whose address is: 10 High Street, #700  
Boston, Massachusetts 02110

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 the shell and operating rent .

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 upon execution by the Government, as follows:

1. Term/ Commencement:

To Have and to Hold the said Premises with their appurtenances for the term commencing on July 11, 2015 and continuing through to July 10, 2025, unless further extended or terminated sooner as provided herein or as many be allowed at law or in equity (the "Lease Term"). The firm term of the Lease ends on midnight of July 10, 2020.

Continued on the next page.....

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:

Signature: \_\_\_\_\_  
 Name: Christoph \_\_\_\_\_  
 Title: Manager  
 Entity Name: Albany Road – Warwick, LLC  
 Date: \_\_\_\_\_

FOR THE GOVERNMENT:

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: Lease Contracting Officer  
 GSA, Public Buildings Service,  
 Date: JULY 29, 2015

WITNESSED FOR THE LESSOR BY:

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: MANAGING DIRECTOR  
 Date: 7/28/15

**2. Rent and Other Consideration:**

To amend paragraph 1.03A "Rent and Other Consideration" of the Lease, to provide for a rent commencement as follows:

1.03A Effective July 11, 2015, the Government shall pay the Lessor shell and operating rent, payable in monthly installments in arrears, until such time that the Government representative accepts the space as completed in accordance with Section 4.11 "ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY." The annual rental rates, until space is acceptance, are as follows:

	FIRM TERM (YRS 1-5)	NON FIRM TERM (YRS 6-10)
	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$112,039.20	\$139,028.40
OPERATING COSTS <sup>3</sup>	\$ 51,559.20	\$ 51,559.20
<b>TOTAL ANNUAL RENT</b>	<b>\$163,598.40</b>	<b>\$190,587.60</b>

<sup>1</sup>Shell rent calculation:

(Firm Term) \$14.82 per RSF multiplied by 7,560 RSF

(Non Firm Term) \$18.39 per RSF multiplied by 7,560 RSF

<sup>3</sup>Operating Costs rent calculation: \$6.82 per RSF multiplied by 7,560 RSF

**3. Tenant Improvement Costs:**

Pursuant to section 1.03 paragraph C of the Lease, a Lease Amendment will be executed to amortize the Tenant Improvement costs into the rental payment once the total actual Tenant Improvement costs has been determined pursuant to section 1.09 of the Lease, "Tenant Improvement Rental Adjustment."

**4. Building Specific Amortized Capital (BSAC):**

Pursuant to section 1.03 paragraph D the Lease, a Lease Amendment will be executed to amortize the Building Specific Amortized Capital (BSAC) into the rental payment once the total actual Building Specific Amortized Capital (BSAC) costs has been determined pursuant to section 1.12 of GSA Lease Form L201C, "Tenant Improvement Rental Adjustment."

**5. Broker Commission and Credit:**

The Lessor and the Government acknowledge that at Broker Commission Credit is due to the Government pursuant to Paragraph 1.04 the Lease, "Broker Commission and Commission Credit". Said credit becomes due and payable when the final Tenant Improvement Allowance has been Reconciled and approved by the Government. Upon reconciliation, a lease amendment will be executed, setting forth the amount of the Broker Commission Credit due to the Government.

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INITIALS:

  
LESSOR

&

  
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6. Real Estate Tax Base:

Pursuant to paragraph 1.13 of the Lease, the Government's Percentage of Occupancy, as defined in the Real Estate Tax Adjustment clause of this lease is 5.39 percent (7,560 RSF/ 140,285 RSF).

Pursuant to paragraph 1.14 of the Lease, the Real Estate Base Year is hereby established as 2014. The Real Estate Tax Base for Year 2014 is \$417,128.64. The Government portion, 5.39%, of the Real Estate Tax Base amount is \$22,483.23 and is calculated by multiplying the 5.39 percent by the Tax Base Year amount of \$417,128.64

7. Design, Construction, and Post Award Activities:

Pursuant to Section 4, "Design, Construction, and Post Award Activities" of the Lease, all such activities described in paragraphs A, B, C, D, and E of 4.01, "Schedule for Completion of Space" and 4.02 "Construction Documents," are hereby waived for the work to be done per in Exhibit 'A' titled as Floor Plan and Exhibit 'B' titled as Tenant Improvements attached hereto and incorporated by reference.

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

INITIALS:

    *COL*      
LESSOR

&

    *JW*      
GOV'T