

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No 1
ADDRESS OF PREMISES: 364 University Avenue Westwood, MA 02091-2311	TO LEASE NO. GS-01P-LMA04773 PDN Number: _____ Building Number: MA5891

THIS AMENDMENT is made and entered into between **Uniave Two LLC**

whose address is: 116 Flanders Road
Suite 2000
Westborough, MA 01581-1072

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 **eliminate the Tenant Improvement Allowance Amortization from the rent thereby reducing the annual firm term rent rate by \$1.22 per RSF.**

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 **October 22, 2014** as follows:

1. AMEND PARAGRAPH 1.03, Subparagraph A, PAGE 1, OF GSA Form L202 – Lease by deleting Subparagraph A and substituting the following:

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	\$26,957.12	\$26,957.12
TENANT IMPROVEMENTS RENT ²	\$ 0	\$0.00
OPERATING COSTS ³	\$ 11,823.78	\$ 11,823.78
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	\$ 0.00	\$0.00
PARKING	\$ 0.00	\$ 0.00
TOTAL ANNUAL RENT	\$38,780.90	\$38,780.90

¹Shell rent calculation:

(Firm Term) \$14.06214 per RSF multiplied by 1,917 RSF

(Non-Firm Term) \$14.06214 per RSF multiplied by 1,917 RSF

³Operating Costs rent calculation: \$6.16786 per RSF multiplied by 1,917 RSF

⁴Building Specific Amortized Capital (BSAC) of \$0 are amortized at a rate of 0 percent per annum over 0 years

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

 By: _____
 Christy _____
 Member _____
 individual _____
 Date: 11/4/14

FOR THE GOVERNMENT

 Signature: _____
 Name: _____
 Title: Lease Contracting Officer
 GSA, Public Buildings Service
 Date: NOV 12 2014

WITNESSED BY
 Signature: _____
 Name: _____
 Title: _____
 Date: 11/4/14

2. AMEND PARAGRAPH 1.04, PAGE 2, OF GSA Form L202 - Lease by deleting the entire paragraph and substituting the following:

1.04 **BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)**

A. Savills Studley, Inc., (formerly Studley, 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 Savills Studley, Inc. 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 \$3,231.74 minus Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.*

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

3. AMEND PARAGRAPH 1.17, PAGE 3, OF GSA Form L202 - Lease by deleting the entire paragraph and substituting the following:

1.17 **BUILDING IMPROVEMENTS (SEP 2012)**

Before the Government accepts the Space, the Lessor shall complete the following additional Building improvements prior to acceptance of the Space:

- A. Paint the entire leased premises including the entryway vestibule with a product meeting the minimum specifications of section 5.07 entitled "Painting". Per Paragraph 1.08 – *Tenant Improvement Rental Adjustment*, the Government hereby elects to repay the Lessor for this service via lump sum that in conjunction with subparagraph B of this paragraph shall not exceed [REDACTED]. Upon completion of work and acceptance by the Government, Lessor shall invoice the Government per the requirements of GSAM 552.270-31 *Prompt Payment* contained in this lease as General Clause #18.
- B. Replace all carpet in the leased premises with a product meeting the minimum specifications of section 5.08 entitled "Floors Coverings and Perimeters". Per Paragraph 1.08 – *Tenant Improvement Rental Adjustment*, the Government hereby elects to repay the Lessor for this service via lump sum that in conjunction with subparagraph A of this paragraph shall not exceed [REDACTED]. Upon completion of work and acceptance by the Government, Lessor shall invoice the Government per the requirements of GSAM 552.270-31 *Prompt Payment* contained in this lease as General Clause #18.
- C. Replace all existing T-8 lighting fixtures with LED fixtures and replace all manual lighting switches with auto sensor switches in order to meet the EISA requirements of the Lease and RLP.

INITIALS:


LESSOR


GOV