

ADDRESS OF PREMISES: Metro Center II, 475 Kilvert Street, Warwick, RI (Building: RI7139)

THIS AGREEMENT, made and entered into this date by and between **METRO PARK ASSOCIATES, LP**, whose address is 475 Kilvert Street, Warwick, RI 02886, 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 establish the Rent Commencement Date, and to adjust the Annual Rent, Tenant Improvement Allowance and Broker Commission Credit;

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective November 13, 2012, as follows:

1. **TERM/RENT COMMENCEMENT**: Paragraph 2 of the Lease, "Term", is hereby deleted in its entirety and the following is substituted in its place:

"**TERM**: TO HAVE AND TO HOLD the said premises with their appurtenances for a term commencing on November 13, 2012 (the "Commencement Date") and continuing through to November 12, 2022 (the "Termination Date") unless extended or terminated earlier as provided herein or as may be allowed at law or in equity (the "Lease Term")."


2. **TERMINATION RIGHT**: Paragraph 3 of the Lease, "Termination Right", is hereby deleted in its entirety and the following is substituted in its place:

"**Termination Right**: THE GOVERNMENT MAY TERMINATE this Lease in whole or in part at any time on or after November 12, 2017 by giving at least one hundred-twenty (120) days' prior notice in writing to the Lessor and no rental shall accrue after the effective date of termination."


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IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

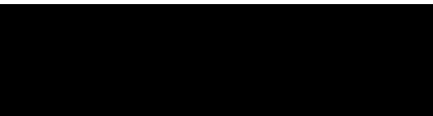
FOR THE LESSOR:

Signature:   
Name: C. Lee H. ...  
Title: Vice President, Development  
Entity Name: Metro Park Associates, LP  
Date: 12/13/12

FOR THE

Signature:   
Name: [Redacted]  
Title: Leasing Contracting Officer  
Entity Name: GSA, Public Buildings Service  
Date: DEC 13 2012

WITNESSES:

Signature:   
Name: [Redacted]  
Title: Administrative Assistant  
Date: 12/15/12

3. **ANNUAL RENT:** Paragraph 4 of the Lease, which fixes the Annual Rent to be paid to the Lessor, is hereby deleted in its entirety and the following is substituted in its place:

"THE GOVERNMENT SHALL PAY to the Lessor, commencing on the Commencement Date, and in accordance with Paragraphs 23-27 of the General Clauses of the Lease, rent as follows:

Years 1 through 5: Annual rent of \$400,034.59, calculated at the rate of \$28.82 per RSF (broken out as follows: Shell Rent - \$12.36 per RSF; Operating Cost Base - \$7.32 per RSF; and Tenant Improvements - \$9.14 per RSF), and payable at the rate of \$33,336.22 per month, in arrears, and subject to CPI adjustment per Paragraph 4.3 of the Solicitation For Offers No. 8RI2031, dated October 11, 2010 (the "SFO").

Years 6 through 10: Annual rent of \$312,555.08, calculated at the rate of \$22.52 per RSF (broken out as follows: Shell Rent - \$15.20 per RSF; and Operating Cost Base - \$7.32 per RSF), and payable at the rate of \$26,046.26 per month, in arrears, and subject to CPI adjustments per Paragraph 4.3 of the SFO.

Rent shall be paid via Electronic Funds Transfer to:

Metro Park Associates, LP  
475 Kilvert Street  
Warwick, RI 02886-1379

Rent for a lesser period shall be prorated on a per diem basis. The Tenant Improvement Allowance component of the Annual Rent for Years 1 through 5 shall be fully amortized at the end of the fifth (5<sup>th</sup>) lease year."

4. **PAYMENT FOR TENANT IMPROVEMENTS:**

Paragraph 16 of the Lease, "Tenant Improvement Allowance", is hereby amended to state that the Tenant Improvement Allowance to be amortized in the Annual Rental Rate is \$560,358.48. This Tenant Improvement Allowance shall be amortized over the firm term of the Lease at an interest rate of Five Percent (5%).

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INITIALS: CB & [Signature]  
LESSOR GOVT

5. **BROKER COMMISSION AND CREDIT:**

Paragraph 19 of the Lease, "Commission and Credit", is hereby deleted in its entirety and the following is substituted in its place:

"The Lessor and the Broker, Jones Lang LaSalle, have agreed to a cooperating lease commission of four percent (████) of the Aggregate Lease Value of this Lease over the firm term. The total amount of the Commission is █████ (Annual Rent for Years one (1) through five (5) of █████ multiplied by █████). The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with paragraph 2.2 of the SFO, "Broker Commission and Commission Credit", attached to and forming a part of this lease, the Broker has agreed to forego █████ (████) of the Commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is █████

The Lessor agreed to pay the Commission (50% at lease execution and 50% at lease occupancy) less the Commission Credit to the Broker in accordance with paragraph 2.2 of the SFO, "Broker Commission and Commission Credit". The Commission less the Commission Credit is █████

The Lessor has already paid █████ of the Commission at lease execution. The balance of █████ is due to the Broker at lease occupancy.

The shell rental portion of the annual rental payments due and owing under this lease shall be reduced to fully recapture the Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in the following schedule for adjusted Monthly Rent:

First Month's Rental Payment of \$33,336.22 minus prorated Commission Credit of █████ equals █████ adjusted First Month's Rent,

Second Month's Rental Payment of \$33,336.22 minus prorated Commission Credit of █████ equals █████ adjusted Second Month's Rent."

All other terms and conditions of the Lease shall remain in full force and effect.

INITIALS: CB & GOV'T  
LESSOR & GOV'T