

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-01P-LRI04932
ADDRESS OF PREMISES 300 Jefferson Boulevard Warwick, RI 02888-3823	PDN Number: N/A

THIS AMENDMENT is made and entered into between

DBS Development, LLC

whose address is: 300 Jefferson Boulevard, Warwick, RI 02888-3823
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 RENT EFFECTIVE JUNE 1, 2014
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 1, 2014 as follows:

RENT COMMENCEMENT DATE: The term of the lease shall commence on June 1, 2014.

The purpose of this Lease Amendment No. 1 is to amend the following:

1. SECTION 1.01 THE PREMISES (JUN 2012) IS HEREBY DELETED IN ITS ENTIRETY AND THE FOLLOWING INSERTED IN ITS PLACE:

1.01 THE PREMISES (JUN 2012)

The Premises are described as follows:

A. Office and Related Space: 1,928 rentable square feet (RSF), yielding 1,692 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 1st floor(s) and known as Suite(s) 101, of the building located at 300 Jefferson Boulevard, Warwick, RI 02888 as depicted on the floor plan(s) attached as Lease Exhibit A.

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: _____
Title: _____
Entity Name: DBS Development LLC
Date: 4/24/2014

FOR THE GOVERNMENT:

Signature: _____
Name: Mark Smith
Title: Contracting Officer
GSA, Public Buildings Service
Date: APR 29 2014

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: _____
Title: Accountant
Date: 4/24/2014

B. **Common Area Factor:** The Common Area Factor (CAF) is established as 1.14 percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

2. SECTION 1.03 RENT AND OTHER CONSIDERATION (SEP 2012) IS HEREBY DELETED IN ITS ENTIRETY AND THE FOLLOWING INSERTED IN ITS PLACE:

1.03 RENT AND OTHER CONSIDERATION (SEP 2012)

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	\$41,637.94	\$43,634.48
TENANT IMPROVEMENTS RENT ²	\$17,826.99	\$0.00
OPERATING COSTS ³	\$9,037.48	\$9,037.48
BUILDING SPECIFIC AMORTIZED CAPITAL ⁴	\$0.00	\$0.00
PARKING ⁵	\$0.00	\$0.00
TOTAL ANNUAL RENT	\$68,502.41	\$52,671.96

¹Shell rent (Firm Term) calculation: \$21.59644 per RSF multiplied by 1,928 RSF. Shell rent (Non-Firm Term) calculation: \$22.631992 per RSF multiplied by 1,928 RSF.

²The Tenant Improvement Allowance of \$47.6748/ABOA SF (total TI amount \$80,665.76) is amortized at a rate of 4 percent per annum over 5 years.

³Operating Costs rent calculation: \$4.68749 per RSF multiplied by 1,928 RSF

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

3. SECTION 1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012) IS HEREBY DELETED IN ITS ENTIRETY AND THE FOLLOWING INSERTED IN ITS PLACE:

1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)

A. **DTZ AMERICAS, 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 **DTZ AMERICAS, 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 \$5,708.53 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.*
 Month 2 Rental Payment \$5,708.53 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.

4. SECTION 1.08 TENANT IMPROVEMENT ALLOWANCE (AUG 2011) IS HEREBY DELETED IN ITS ENTIRETY AND THE FOLLOWING INSERTED IN ITS PLACE:

1.08 TENANT IMPROVEMENT ALLOWANCE (AUG 2011)

The Tenant Improvement Allowance (TIA) for purposes of this Lease is \$47.678 per ABOA SF, total amount \$80,665.76. The TIA is the amount that the Lessor shall make available for the Government to be used for TIs. This amount is amortized in the rent over the Firm Term of this Lease at an annual interest rate of 4.0 percent.

5. SECTION 1.13 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012) IS HEREBY DELETED IN ITS ENTIRETY AND THE FOLLOWING INSERTED IN ITS PLACE:

INITIALS: [Signature] & [Signature]
 LESSOR & GOV'T

1.13 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is 2.54 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 1,928 RSF by the total Building space of 75,854 RSF.

INITIALS:  LESSOR &  GOV'T