

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 3
	TO LEASE NO. GS-01P-LRI04932
LEASE AMENDMENT	PDN Number: <i>PS0029067</i>
ADDRESS OF PREMISES 300 Jefferson Boulevard Warwick, RI 02888-3823	

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 establish the annual rent and the amount of actual Tenant Improvement Cost.

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 16, 2014 as follows:

RENT COMMENCEMENT DATE: Hereby wish to establish the commencement and termination dates of this Lease. The term of the lease shall commence on June 16, 2014.

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.
- B. The term of the lease of the premises, together with the rental payments is hereby established to commence June 16, 2014 to June 15, 2019, subject to the termination rights as set forth in the Lease.

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: MEMBER
Title: MEMBER
Entity Name: DBS Development LLC
Date: 6/24/14

FOR THE GOVERNMENT:

Signature: 
Name: Mark Shinto
Title: Contracting Officer
GSA, Public Buildings Service
Date: JUN 26 2014

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: Admin. Assistant
Title: Admin. Assistant
Date: 6-24-14

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

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.

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. The lessor and the Government mutually agree that as of the date hereof, the actual cost of the total tenant improvements (TI) is \$88,225.60 based on the Notice to Proceed issued on May 5, 2014. The Tenant Improvement Allowance Overage of (\$7,559.84) will be paid in a lump sum payment upon the receipt of the final invoice to the Lease Contracting Officer (Mark Shinto) at Mark.Shinto@gsa.gov. Upon approval of the invoice by the Lease Contracting Officer the lessor must submit the properly executed invoice directly to <http://www.finance.gsa.gov> or a properly executed original invoice shall be forwarded to the address below and reference **RWA#0995788**:

INITIALS:  LESSOR &  GOV'T

Invoice to be forwarded to the following address:

General Services Administration
FTS and PBS Procurement (7BCP)
P.O. Box 17181
Fort Worth, Texas 78101-0181

A copy of the invoice must be provided to the Contracting Officer at the following address:

General Services Administration
Attn: Mark Shinto
Room 1010
10 Causeway Street
Boston, MA 02222

For an Invoice to be proper, it must:

1. Be received after the execution of this Lease Amendment.
2. Reference Pegasys Document Number (PDN) PS0029067
3. Include a unique, vendor supplied invoice number.
4. Indicate the exact payment amount requested, and,
5. Specify the payee's name and address. Payee's name and address must exactly match the Lessor's name and address listed Above.

ALL OTHER TERMS AND CONDITIONS OF THIS LEASE SHALL REMAIN IN FULL FORCE AND EFFECT.

INITIALS:

msk
LESSOR

&

ms
GOV'T