
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): July 20, 2015

Agios Pharmaceuticals, Inc.
(Exact Name of Registrant as Specified in Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-36014
(Commission
File Number)

26-0662915
(IRS Employer
Identification No.)

88 Sidney Street, Cambridge, MA
(Address of Principal Executive Offices)

02139
(Zip Code)

Registrant's telephone number, including area code: (617) 649-8600

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01 Entry into a Material Definitive Agreement.

On July 20, 2015, Agios Pharmaceuticals, Inc. (the “Company”) entered into a Second Amendment to the Lease (the “Second Lease Amendment”) with Forest City 88 Sidney Street, LLC (the “Landlord”). The Second Lease Amendment amends certain terms of the Company’s existing lease with the Landlord, dated September 15, 2014 and as amended on November 21, 2014 (the “Lease”), pursuant to which the Company leases office space located at 88 Sidney Street, Cambridge, Massachusetts (the “Premises”). The Second Lease Amendment, which is effective as of July 20, 2015, expands the rentable square footage of the Premises from approximately 113,220 square feet to approximately 146,030 square feet. Pursuant to the Second Lease Amendment, the date on which the Company will become responsible for paying rent with respect to such additional square footage under the Lease is November 1, 2015 (the “Expansion Space Rent Commencement Date”).

Pursuant to the Second Lease Amendment, the Company’s monthly base rent for the Premises will increase from approximately \$549,000 to approximately \$727,000 on the Expansion Space Rent Commencement Date, and will increase each year thereafter up to a maximum monthly base rent of approximately \$844,000. The Second Lease Amendment also provides for, among other things, an increase of the Company’s tenant improvement allowance from approximately \$16.6 million to approximately \$20.5 million and an increase of the Company’s existing security deposit with the Landlord from approximately \$2.2 million to approximately \$2.9 million.

The foregoing description is a summary of certain terms of the Second Lease Amendment and is qualified in its entirety by the text of the Second Lease Amendment, a copy of which is filed as exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation Under an Off-balance Sheet Arrangement of a Registrant.

The description of the Second Lease Amendment in “Item 1.01 Entry into a Material Definitive Agreement” of this Current Report on Form 8-K is incorporated by reference in its entirety into this Item 2.03.

Item 9.01 Financial Statements and Exhibits.

(d) The following exhibits are included in this report:

<u>Exhibit No.</u>	<u>Description</u>
10.1	Second Amendment to Lease for 88 Sidney Street, dated July 20, 2015, by and between Agios Pharmaceuticals, Inc. and Forest City 88 Sidney Street, LLC

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

AGIOS PHARMACEUTICALS, INC.

Date: July 23, 2015

By: /s/ David P. Schenkein
David P. Schenkein, M.D.
Chief Executive Officer

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
10.1	Second Amendment to Lease for 88 Sidney Street, dated July 20, 2015, by and between Agios Pharmaceuticals, Inc. and Forest City 88 Sidney Street, LLC

SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE (hereinafter referred to as the “Amendment”) is dated as of this 20th day of July, 2015 by and between FOREST CITY 88 SIDNEY STREET, LLC, a Delaware limited liability company (“Landlord”) and AGIOS PHARMACEUTICALS, INC., a Delaware corporation (“Tenant”). Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such term in the Lease.

WITNESSETH

WHEREAS, Landlord and Tenant entered into that certain Lease dated as of September 15, 2014 (the “Original Lease”), as amended by that certain First Amendment to Lease (the “First Amendment”) dated as of November 21, 2014 (the Original Lease and First Amendment shall be referred to collectively as, the “Lease”) with respect to certain premises located at 88 Sidney Street, Cambridge, Massachusetts (the “Premises”); and

WHEREAS, Landlord and Tenant desire to amend the Lease to expand the definition of Premises to include the fifth floor of the Building (the “Fifth Floor Expansion Space”), provide for an additional improvement allowance, and for other purposes, as set forth in this Amendment.

NOW, THEREFORE, in consideration of the promises and mutual covenants hereinafter contained and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Premises. Effective as of the date hereof, the term “Premises” set forth on Exhibit A of the Lease is deleted in its entirety and replaced with the following:

“Premises: The Premises shall be comprised of approximately 146,034 rentable square feet as follows:

Floor 1 Suite 100A:	418 rsf
Floor 1 Suite 100B:	340 rsf
Floor 1 Suite 100:	7,086 rsf
Floor 1 Suite 150:	4,928 rsf
Floor 2 Suite 200:	33,452 rsf
Floor 3 Suite 300:	33,464 rsf
Floor 4 Suite 400:	33,530 rsf
Floor 5 Suite 500:	32,816 rsf

All as more particularly shown on the floor plans attached to this Lease as Exhibit B.”

2. Annual Fixed Rent. Effective as of the date hereof, the term “Annual Fixed Rent for the Term” set forth on Exhibit A of the Lease shall be deleted in its entirety and replaced with the following:

“Annual Fixed Rent: With respect to Suite 100A, Suite 100, Suite 300 and Suite 400: \$57.25 per rsf, as adjusted per the terms of Section 3.1 hereof. With respect to Suite 100B, Suite 150 and Suite 200: \$60.00 per rsf, as adjusted per the terms of Section 3.1 hereof. With respect to Suite 500: \$65.00 per rsf, as adjusted per the terms of Section 3.1 hereof.”

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3. Additional Rent. Tenant shall not be obligated to pay Additional Rent with respect to the Fifth Floor Expansion Space prior to the Rent Commencement Date for the Fifth Floor Expansion Space.
4. Annual Increases to Annual Fixed Rent. Effective as of the date hereof, Section 3.1 shall be amended by deleting the second paragraph thereof and replacing it with the following:
- “On the first anniversary of the Rent Commencement Date, and on each anniversary thereafter, Annual Fixed Rent for Suites 100A, 100, 300 and 400 shall increase to an amount equal to one hundred two percent (102%) of the Annual Fixed Rent immediately preceding such anniversary. On the first anniversary of the Rent Commencement Date, and on each anniversary thereafter, Annual Fixed Rent for Suites 100B, 150 and 200 shall increase to an amount equal to one hundred three percent (103%) of the Annual Fixed Rent immediately preceding such anniversary. On the first anniversary of the Rent Commencement Date for Fifth Floor Expansion Space, and on each anniversary thereafter, Annual Fixed Rent for Suite 500 shall increase to an amount equal to one hundred three percent (103%) of the Annual Fixed Rent immediately preceding such anniversary.”
5. Operating Expenses. Section 3.3 of the Lease is hereby amended by adding the following thereto:
- “**Annual Estimates**. Landlord shall deliver to Tenant a written estimate of Operating Expenses for each calendar year during the Term (the “**Annual Estimate**”), which may be revised by Landlord no more than twice during such calendar year to reflect actual known or reasonably anticipated increases in Operating Expenses for that calendar year. Landlord shall use reasonable efforts to deliver the Annual Estimate to Tenant by 60 days prior to the end of each calendar year, and shall take into account any comments by Tenant which are consistent with the rights and obligations of the parties under this Lease. Landlord shall use good faith efforts to meet with Tenant from time to time prior to November 1st of each calendar year during the Term upon Tenant’s request to discuss the Annual Estimate for the upcoming calendar year and Landlord’s budget for Operating Expenses for the Property for such year. The Annual Estimate shall include reasonably detailed line-item costs.”
6. Tax Protest. Section 3.2 of the Lease is hereby amended by adding the following thereto:
- “Upon Tenant’s reasonable request, the Landlord shall use reasonable efforts to contest or seek abatement of any Real Estate Taxes affecting the Premises. Should the Landlord contest or seek abatement of such taxes, then it shall do so with diligence and shall keep the Tenant appropriately informed, in the Landlord’s reasonable discretion, as to such action. Upon Tenant’s request, Landlord shall provide Tenant with a copy of any notice of the assessed valuation of the Property and/or the Building received by Landlord, as well as copies of all tax bills and tax notices received by Landlord, and copies of all papers filed by Landlord in connection with any such Tax Protest or Tax Proceeding. Tenant’s rights under this Section may be exercised only in respect of Tax Years occurring subsequent to the Commencement Date.”

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13. Parking Privileges. The first sentence of the term “Parking Privileges” set forth on Exhibit A shall be deleted in its entirety and replaced with the following:

“During the Term, Tenant shall be entitled to use and shall pay for two hundred eighteen (218) parking passes in accordance with Section 2.4 of the Lease; provided, however, that from the Rent Commencement Date until the Rent Commencement Date for Fifth Floor Expansion Space, Tenant shall have the option to use and pay for a minimum of one hundred fifty-two (152) parking passes, and from the Rent Commencement Date for Fifth Floor Expansion Space until the first anniversary of the Rent Commencement Date, Tenant shall have the option to use and pay for a minimum of two hundred one (201) parking passes. Commencing with the first anniversary of the Rent Commencement Date, Tenant shall be obligated to pay for two hundred eighteen (218) parking passes.”
 14. Security Deposit. The defined term “Security Deposit” set forth on Exhibit A shall be amended by deleting “\$2,189,270.17” and replacing it with “\$2,900,283.50”. Upon execution of this Amendment, Tenant shall deposit Seven Hundred Eleven Thousand Thirteen and 33/100 Dollars (\$711,013.33) with the Landlord as an additional Security Deposit, so that the total amount of the Security Deposit set forth on Exhibit A shall be Two Million Nine Hundred Thousand Two Hundred eighty three and 50/100 Dollars (\$2,900,283.50). At Tenant’s election, such increase in the Security Deposit shall be effectuated by a substitution of a single new Letter of Credit.
 15. Floor Plans Showing Premises. Exhibit B to the Lease shall be deleted and replaced with a new Exhibit B attached hereto.
 16. Landlord Entity. The parties acknowledge that the Original Lease and the First Amendment both stated the name of the Landlord entity incorrectly. The correct name of the Landlord entity is “Forest City 88 Sidney Street, LLC”.
 17. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
 18. Brokers. Landlord and Tenant represent and warrant that they have had no dealings with any broker or agent in connection with this Amendment other than Colliers International New England, LLC and CBRE/New England and each party shall indemnify and hold harmless the other party from claims for any brokerage commission. Landlord shall pay Colliers International New England, LLC and CBRE/New England a brokerage commission pursuant to the terms of a separate agreement.
 19. Ratification. The Lease, as amended hereby, is in full force and effect, and is ratified and confirmed, and there are no other amendments or modifications thereto.
 20. Governing Law. This Amendment will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

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21. Consents. This Amendment shall be subject to the prior written consent of the Ground Lessor, The Massachusetts Institute of Technology, and Landlord will use good faith best efforts to obtain such consent.
 22. Due Authority. Each of Landlord and Tenant, for itself, warrants and represents that this Amendment is its duly adopted, approved and authorized act and that the person signing this Amendment has full authority to bind, and to execute this Amendment on behalf of, the party he or she represents.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment under seal, as of the day, month and year first above written.

LANDLORD:

Forest City 88 Sidney Street, LLC,
a Delaware limited liability company

By: FC HCN 88 Holding, LLC,
a Delaware limited liability company,
Its sole member

By: FC HCN University Park, LLC,
a Delaware limited liability company,
Its sole member

By: Forest City University Park, LLC,
a Delaware limited liability company
Its managing member

By: /s/ Michael Farley
Name: Michael Farley
Its: Vice President

TENANT:

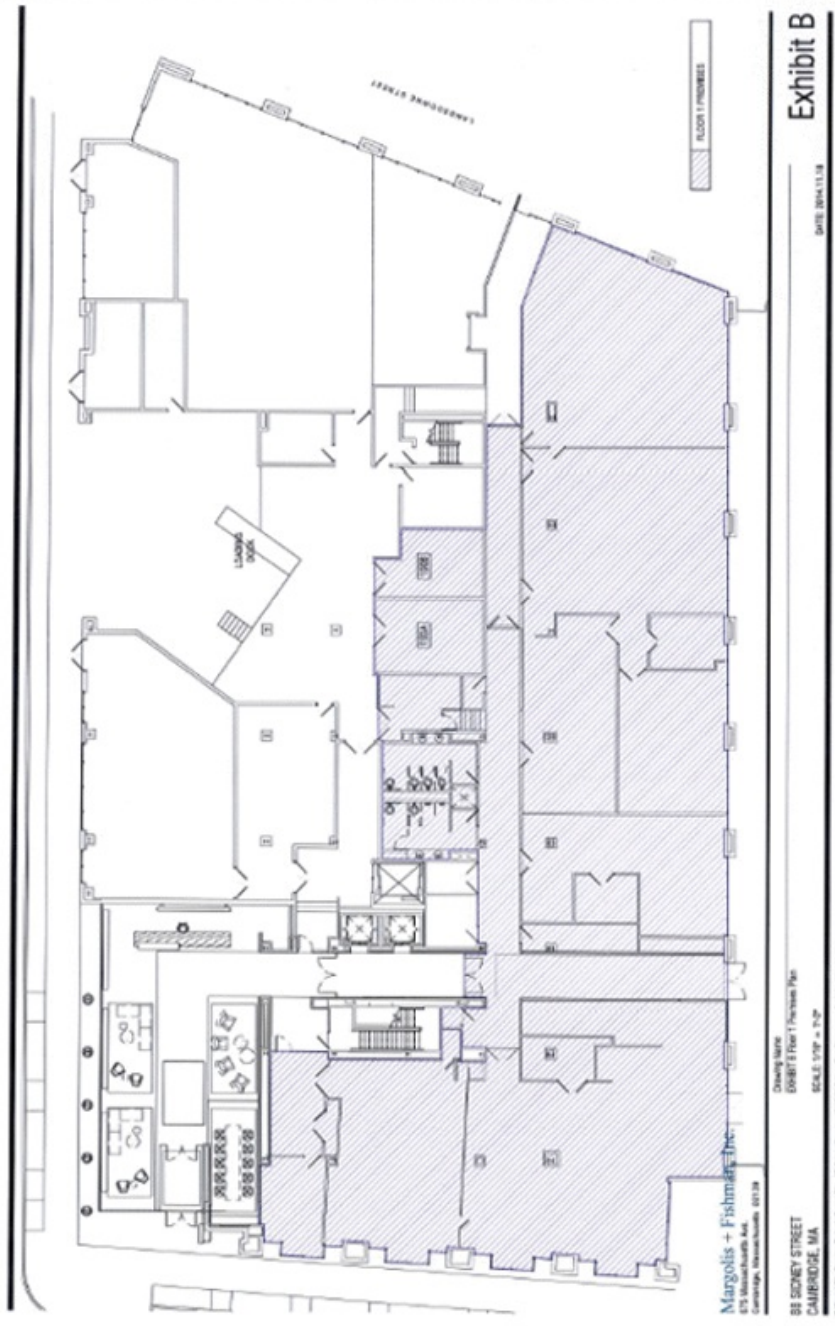
AGIOS PHARMACEUTICALS, INC.,
a Delaware corporation

By: /s/ Glenn Goddard
Name: Glenn Goddard
Title: SVP, Finance

EXHIBIT B

Floor Plans Showing the Premises

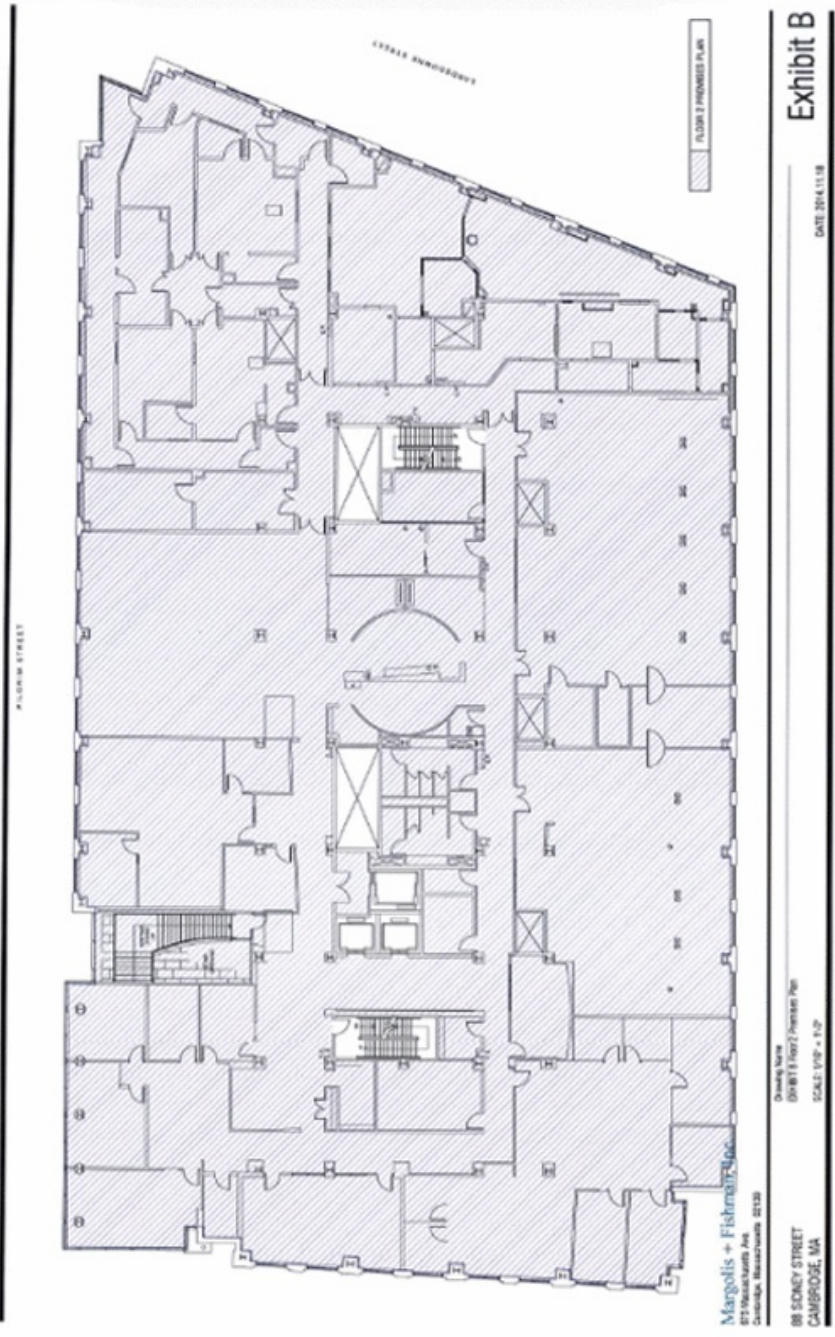
SEE ATTACHED



Margolis + Fishman Inc.
 675 Massachusetts Ave.
 Cambridge, Massachusetts 02138

Drawing Name: EXHIBIT F Floor 1 Premises Plan
 SCALE: 1/8" = 1'-0"
 DATE: 09/14/13

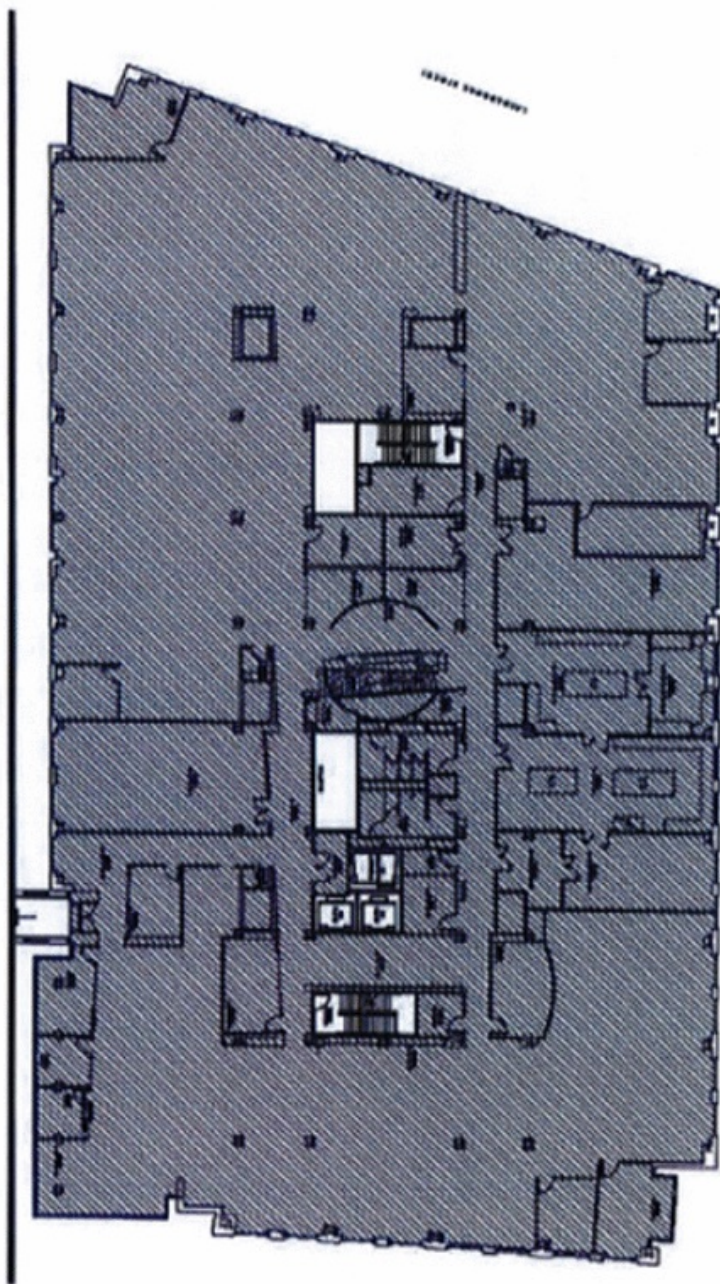
Exhibit B



Margolis + Fishman
 875 Massachusetts Ave.
 Cambridge, Massachusetts 02138

Client: MIT
 (DMIT) First Floor Plan
 SCALE: 1/8" = 1'-0"
 DATE: 2014.11.18

Exhibit B



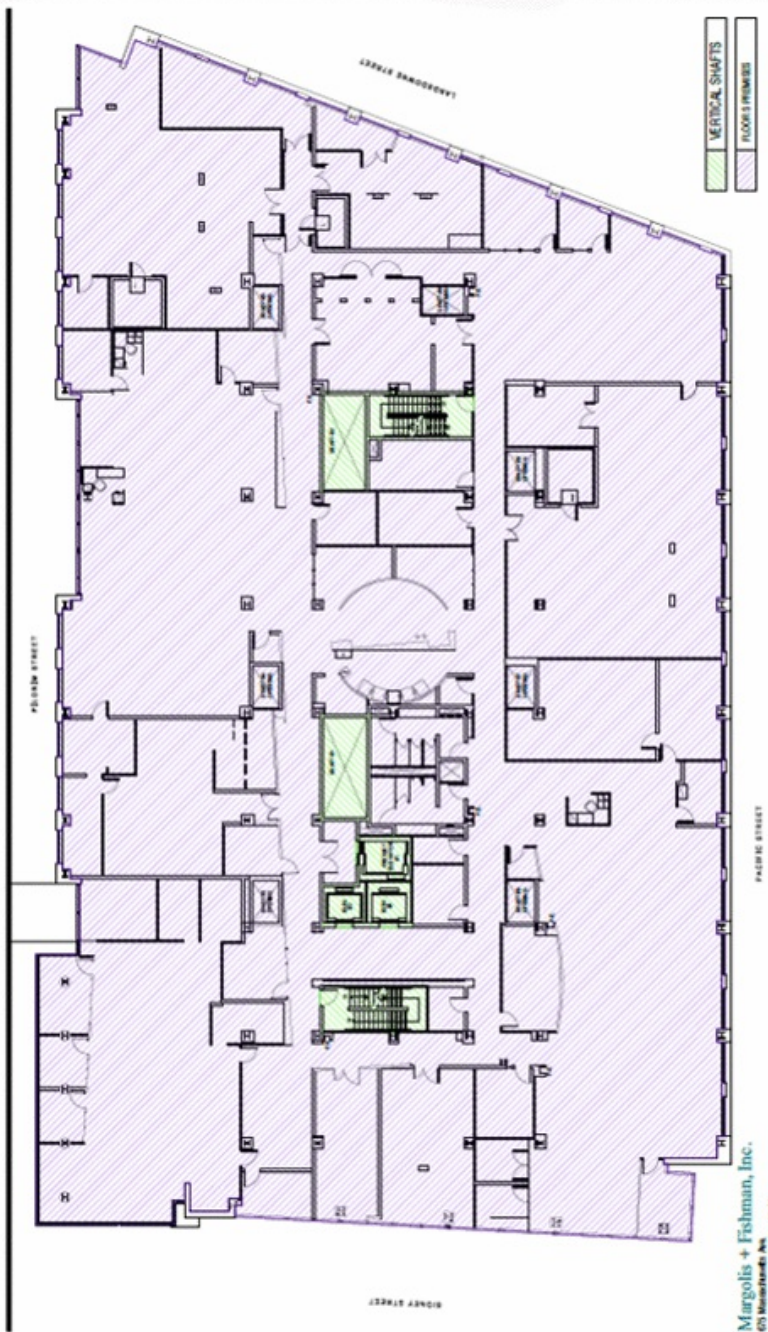
SCALE 1/8" = 1'-0"

WELLS + STRONG, INC.
ARCHITECTS
1000 WASHINGTON ST.
BOSTON, MA 02108

Project Name
EMERSON COLLEGE
100 WASHINGTON ST.
BOSTON, MA 02108

Exhibit B

DATE: 10/15/04



VERTICAL SHAFTS
FLOOR'S PREMIER

Margolis + Fishman, Inc.
65 Mount Pleasant Ave.
Cambridge, Massachusetts 02138

88 SENECA STREET
CAMBRIDGE, MA
PROJECT: Cambridge Street Dr. - 88 Seneca Street
DATE: 01/15/21

Exhibit B

Exhibit H-1
Tenant / Landlord Responsibility Matrix for the Fifth Floor Expansion Space

Agios
88 Sidney Street
Cambridge, MA

Tenant / Landlord Responsibility Matrix
June 11, 2015

<u>Description</u>	<u>Landlord</u>	<u>Tenant</u>
SITWORK		
Domestic sanitary sewer connection to street	X	
Lab waste sewer connection to individual tenant pH neutralization system	X	
Roof storm drainage	X	
Nstar primary and secondary electrical service	X	
Nstar gas service	X	
Domestic water service to Building	X	
Fire protection water service to Building	X	
STRUCTURE		
Structural enhancements for specific Tenant load requirements		X
Structural framing dunnage above roof for Base Building equipment	X	
Structural framing dunnage above roof for Tenant equipment (subject to Landlord review and approval).		X
Framed openings for Base Building utility risers	X	
Framed openings for Tenant utility risers in addition		X
Miscellaneous metals items and/or concrete pads for Base Building equipment	X	
Miscellaneous metals items and/or concrete pads for Tenant equipment		X
ROOFING		
Single ply EPDM roofing system with rigid insulation	X	
Roofing penetrations for Base Building equipment/systems	X	
Roofing penetrations for Tenant equipment/systems by LL's roofer to LL Spec		X
Walkway pads to Base Building equipment	X	
Walkway pads to Tenant equipment		X
Roofing alterations due to Tenant changes		X
EXTERIOR		
Building exterior consisting of precast concrete and windows	X	
Main Building entrances	X	
Loading dock with loading dock elevator and stairwell		X
Acoustic screening of Base Building rooftop equipment	X	
Acoustic screening of Tenant rooftop equipment (space available within base building screening)		X

ELEVATORS

Three (2) passenger elevators, one (1) service with a capacity of 4,000 lbs.

X

WINDOW TREATMENT

Furnish and install Building standard blinds for all windows

X

TENANT AREAS

Finishes at inside face of exterior walls

X

Finishes at inside face at Tenant side of core partitions

X

Toilet rooms within Tenant Premises in addition to those provided by base building

X

Electrical closets within Tenant Premises

X

Tel/data rooms for interconnection with Tenant tel/data

X

Tenant kitchen areas

X

Modifications to core areas to accommodate Tenant requirements

X

Partitions, ceilings, flooring, painting, finishes, doors, frames, hardware, millwork, casework, equipment, and build out.

X

Fixed or movable casework.

X

Laboratory Equipment including but not limited to biosafety cabinets, autoclaves, glass washers.

X

Chemical Fume Hoods, bench fume hood

X

Shaft enclosures for Base Building systems' risers

X

Shaft enclosures for Tenant risers (in addition to risers put in place for tenant use)

X

FIRE PROTECTION

Fire service entrance including fire department connection, alarm valve, and flow protection

X

Core area distribution piping and sprinkler heads

X

Stair distribution piping and sprinkler heads

X

All run outs, drop heads, and related equipment within Tenant premises

X

Modification of sprinkler piping and head locations to suit Tenant layout and hazard index

X

Specialized extinguishing systems or containment for tenant program areas

X

Preaction dry-pipe systems

X

Fire extinguisher cabinets at core common areas

X

Fire extinguisher cabinets in Tenant Premises

X

PLUMBING

Domestic water service with backflow prevention and Base Building risers

X

Domestic water distribution within Tenant Premises

X

Tenant restroom plumbing fixtures compliant with accessibility requirements (in addition to those provided by the Base Building)

X

Wall hydrants in common core areas (where required by code)

X

Tenant metering and sub-metering at Tenant connection

X

Storm drainage system

X

Sanitary waste and vent service

X

Two stage active pH neutralization system (individual tenant system)

X

Lab waste and vent pipe distribution

X

Hot water generation for core restrooms	X	
Non-potable Hot water generation for Tenant use		X
Central lab air compressor and piping risers	X	
Compressed air pipe distribution in Tenant Premises for specific points of use		X
Central lab vacuum system and pipe risers		X
Lab vacuum pipe distribution in Tenant Premises for specific points of use		X
Tepid water generator and pipe risers		X
Tepid water pipe distribution in Tenant Premises		X
RO/DI water generator and pipe risers		X
RO/DI water pipe distribution in Tenant Premises for specific points of use		X
Manifolds, piping, and other requirements including cylinders, not specifically mentioned above		X
NATURAL GAS		
Natural gas service to Building and piping to Base Building boilers and Base Building generator	X	
Natural gas service, pressure regulator and meter for Tenant equipment		X
Natural gas piping from Tenant meter to Tenant Premises or Tenant equipment area.		X
Natural gas pipe distribution within Tenant Premises		X
Natural gas pressure regulator vent pipe riser from valve location through roof		X
HEATING, VENTILATION, AIR CONDITIONING		
Once-through supply air handling units with 30% prefilters, 85% final filters, with corresponding heating and cooling. Units are sized for approximately 1.5 cfm per square foot of lab space. 65%/35% lab/office ratio.	X	
Boiler capacity for hot water reheats at lab/office space	X	
Hot water reheat distribution to reheat coils		X
Vertical supply air duct distribution		X
Tenant Space Supply air duct distribution, VAV terminals, equipment connections, insulation, air terminals, dampers, hangers,		X
Roof mounted laboratory exhaust fans		X
Vertical exhaust air duct risers for general lab exhaust		X
Roof mounted laboratory exhaust fans for specialty exhaust systems.		X
Exhaust air duct distribution, exhaust air valves, equipment connections, insulation, air terminals, dampers, hangers, etc. within Tenant Premises.		X
Exhaust air duct distribution, exhaust air valves, equipment connections, insulation, air terminals, dampers, hangers, etc.		X
General Exhaust for Tenant Spaces from Risers		X
Restroom exhaust for core area restrooms	X	
Restroom exhaust for restrooms within Tenant Premises		X
Electric room ventilation system for electrical closets within Tenant premises		X
Sound attenuation for Tenant equipment to comply with Cambridge Noise Ordinance		X
Additional/ dedicated cooling for Tenant requirements.		X

ELECTRICAL

Electrical utility service to switchgear in main electrical vault	X	
Provide the tenant with a proportionate share of the available power based on a sqft allocation	X	
Standby power distribution within Tenant Premises 100% of existing service		X
Lighting and power distribution for core areas	X	
Lighting and power distribution for Tenant Premises		X
Tenant Check Meter (s) for Tenant Connected Loads		X
Common area life safety emergency lighting/signage	X	
Tenant Premises life safety emergency lighting/signage		X
Tenant panels, transformers, etc. in addition to Base Building		X
Tenant UPS system, battery backup, and associated equipment/distribution		X

FIRE ALARM

Base Building fire alarm system with devices in core areas	X	
Fire alarm sub panels and devices for Tenant Premises with integration into Base Building system		X
Alteration to fire alarm system to facilitate Tenant program		X

TELEPHONE/DATA

Tel Data Riser Conduit from demark to each floor		X
Tenant tel/data rooms		X
Pathways from demarcation room directly into Tenant tel/data rooms		X
Tel/Data cabling from demarcation room Tenant tel/data room.		X
Fiber optic service for Tenant use		X
Tel/data infrastructure including but not limited to servers, computers, phone systems, switches, routers, MUX panels, equipment racks, ladder racks, etc.		X
Provisioning of circuits and service from service providers		X
Audio visual systems and support		X
Station cabling from Tenant tel/data room to all Tenant locations, within the suite and exterior to the suite, if needed		X

SECURITY

Card access at Building entries		X
Card access into or within Tenant Premises on separate Tenant installed and managed system		X