

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
LEASE AMENDMENT

LEASE AMENDMENT NO. 3

TO LEASE NO. GS-01P-LMA04809

ADDRESS OF PREMISES 120 Front Street, Worcester, MA, 01608-1413

THIS AGREEMENT, made and entered into this date by and between: **Worcester Renaissance Towers LLC**
whose address is c/o Berkeley Investments, Inc.
121 High Street
Boston, MA 02110-2493

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 increase the tenant improvement ("TI") portion of the rent by reconciling Change Order #4rrr, and to increase the operating rent by adding HVAC maintenance into the rent.

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

1. Effective 6/5/2013, the TI to be amortized is hereby increased to \$250,064.55 as a result of reconciling Change Order #4rrr, per attachment "A".
2. Effective 10/1/2013, the annual operating rent is hereby increased to \$135,822.89 as a result of adding the HVAC maintenance, per attachment "B", into the Lease.
3. Paragraph 4 of Lease Amendment number 2 is hereby deleted in its entirety and replaced with the following:

"In separate correspondence, the Government issued a Notice to Proceed for Tenant Improvements ("TI") in the amount of \$247,842.55. Change Order #4rrr in the amount of \$2,222.00 is hereby added to the TI for a total TI amount of \$250,064.55. Per LA#1, the Government elects to amortize this amount over the 5 year firm term at an interest rate of 10%, increasing the annual rent by \$63,757.59. Effective 6/5/2013, the Government shall pay to the Lessor rent as follows:

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

FOR THE LESSOR:

Worcester Renaissance Towers LLC
By: Worcester Renaissance Holdings LLC
c/o Berkeley Investments, Inc.

Signature: _____
Name: Barbara Smith-Bacon
Title: Vice-President
Date: 10-25-2013

FOR THE GOVERNMENT:

Signature: _____
Name: George _____
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: NOV. 7, 2013

WITNESSES:

Signature: _____
Name: _____
Title: Senior Project Accountant
Date: 10-25-2013

Effective 6/5/2013 through 9/30/2013: Annual rent of \$374,914.35 (consisting of shell rent of \$176,598.87, operating rent of \$134,557.89 and TI of \$63,757.59) payable at the rate of \$31,242.86 per month, in arrears and;

Effective 10/1/2013 through 6/4/2018: Annual rent of \$376,179.35 (consisting of shell rent of \$176,598.87, operating rent of \$135,822.89 and TI of \$63,757.59) payable at the rate of \$31,348.28 per month, in arrears and;

Effective 6/5/2018 through 6/4/2023: Annual rent of \$344,499.34 (consisting of shell rent of \$208,676.45 and operating rent of \$135,822.89) payable at the rate of \$28,708.28 per month, in arrears"

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

