

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2
	TO LEASE NO. LMA04825
ADDRESS OF PREMISES: 120 Front Street, Worcester, MA 01608-1415	PDN Number: PS0026463

THIS AMENDMENT is made and entered into between
WORCESTER RENAISSANCE TOWER 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 include Change Order #2 [REDACTED]..

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 upon execution by the Government as follows:

- A. Provide approval and funds for Change Order #2 in the amount of [REDACTED] as identified on Exhibit A attached.
- B. Pursuant to Lease Amendment 1 parties have agreed to the following costs::
 - Total Cost of Construction: \$539,286.40
 - Less Tenant Improvement Allowance: \$126,016.41
 - Total Above TI Cost via RWA: \$413,269.99
- C. Pursuant to this Lease Amendment (LA2) add:
 - Change Order #2 - [REDACTED] \$ [REDACTED]
 - Total Above TI Cost via RWA: [REDACTED]

TOTAL PROJECT COST TO DATE: [REDACTED] is to be paid as follows:

- (1) Tenant Improvements (TI) costs of \$126,016.41 to be amortized in the rent at an interest rate of 10% over the first five (5) years (firm term) of the Lease per Paragraph 17 commencing the

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: [REDACTED]
Name: Shopper Smith Brown
Title: Vice President
Entity Name: Berkeley Investments, Inc., a
Date: 08-16-2013 Manager

FOR THE GOVERNMENT:

Signature: [REDACTED]
Name: George Welch
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: August 20, 2013

WITNESSED FOR THE LESSOR

Signature: [REDACTED]
Name: MICHAEL PROCTER
Title: Sr. Accountant
Date: 8/16/13

effective date of this lease.

- (2) The Government shall make a lump sum payment for the above TI cost of [REDACTED] upon completion and acceptance by the government of the construction identified herein.
 - (3) No additional payments for Tenant Improvements shall be paid unless it is a Change Order approved by the Contracting Officer with a Lease Amendment.
- D. The Lessor shall submit for Lump Sum Payment, one original and one copy of the invoice. The original invoice, in an amount not to exceed [REDACTED] shall be submitted via the GSA Financial Website at www.finance.gsa.gov.

A copy of the invoice shall be simultaneously submitted to GSA at:

General Services Administration Public Building Services
Attn: Nancy Swiechowicz
John O. Pastore Federal Building
2 Exchange Terrace, Suite 101
Providence, RI 02903

Or by fax: 401-528-5114

For an invoice to be considered proper, it must:

- Be received after the execution of this SLA
- Reference the PDN number – PS0026463
- Include a unique, vendor-supplied, invoice number
- Indicate the exact payment amount requested
- Specify the payee's name and address. The payee's name and address must EXACTLY match the Legal Business Name of DBA associated with it in the SAM (System for Award Management).

INITIALS:

BSB

LESSOR

&

[Signature]

GOVT