

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 03
	TO LEASE NO.: GS-01P-LRI04903
ADDRESS OF PREMISES: 380 Westminster Street, 6 th floor, Providence, RI (RI07097)	PDN Number:

THIS AMENDMENT is made and entered into between **380 WESTMINSTER STREET, LLC**, whose address is: c/o Urban America, L.P., 30 Broad Street, 35th Floor, New York, New York 10004, 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: order tenant improvements to be done, and to issue a Notice to Proceed for such work; and

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 as follows:

- 1) The Lessor shall provide all materials, labor and services required for the construction of tenant improvements for the [REDACTED] in the office located on the 6th floor of the Premises, and formerly occupied by the General Services Administration ("tenant improvement work"), as set forth in those construction drawings dated May 26, 2015. The cost of the tenant improvement work shall not exceed \$306,187.84.
- 2) The approved tenant improvement work cost of \$306,187.84 is net of the following items:
 - a) [REDACTED] for the reduction in the number of VAVs being installed from eight (8) to two (2).
 - b) [REDACTED] for the reuse of existing fire extinguishers instead of purchasing new ones.
 - c) [REDACTED] for the reuse of existing fire exit signs instead of purchasing new ones.
- 3) In the event of any changes to the tenant improvement work, then at the completion of the tenant improvement work, the final cost shall be reconciled and any credits, if applicable, shall be applied against it.
- 4) Upon full execution and delivery of this Lease Amendment No. 03, the Lessor can consider this as a Notice to Proceed with the tenant improvement work in an amount not to exceed \$306,187.84.

This Lease Amendment contains two (2) pages.

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

FOR THE [REDACTED]
Signature: [REDACTED]
Name: [REDACTED]
Title: AUTHORIZED REPRESENTATIVE
Entity Name: 380 WESTMINSTER STREET, LLC
Date: 10-5-2015

FOR THE [REDACTED]
Signature: [REDACTED]
Name: [REDACTED]
Title: Leasing Contracting Officer
GSA, Public Buildings Service
Date: 10/5/2015

WITNESSED FOR THE LESSOR BY:
Signature: [REDACTED]
Name: JANET M. [REDACTED]
Title: Authorized Representative
Date: 10/5/2015

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- 5) Upon acceptance and completion of the tenant improvement work, a lease amendment will be executed to adjust the Annual Rent to amortize a portion of the tenant improvement work cost, \$177,680.88, over the remaining Firm Term at an interest rate of nine (9) percent (9.0%).
- 6) Upon acceptance and completion of the tenant improvement work, the Government shall pay the Lessor the remaining portion of the tenant Improvement work cost, \$128,506.96 in a lump sum.
 - A. The \$128,506.96 lump sum payment shall be funded by the following Reimbursable Work Authorization ("RWA"): N0579340.

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

INITIALS:  LESSOR &  GOVT