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GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-01P-LRI04903
LEASE AMENDMENT	
ADDRESS OF PREMISES: 380 Westminster Street Providence, RI 02903	PDN Number: N/A

THIS AMENDMENT is made and entered into between:  
**380 WESTMINSTER STREET, LLC**  
 a Delaware limited liability company, whose principal place of business is:

whose address is: c/o URBAN AMERICA, L.P.,  
 30 Broad Street, 35<sup>th</sup> Floor  
 New York, NY 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 expand the lease to provide short-term swing space at 33 Broad Street, Providence, RI.


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:

1. **EXPANSION PREMISES:** The expansion leased premises (the "Expansion Premises") are located at 33 Broad Street, Providence, Rhode Island, and consists of a portion of the 4<sup>th</sup> floor measuring approximately 6,000 USF, as shown on Exhibit A attached hereto and incorporated herein by reference, along with the building appurtenances necessary to occupy the leased premises. This shall include non-exclusive access to and use of the cafeteria/break room space located on the first floor. The Government at its sole expense may request the Lessor to clean furniture, carpets, walls, and restrooms.
2. **PARKING:** The Lessor shall be provided 3 on site structured parking spaces at 33 Broad Street dedicated for Government use. The Lessor shall provide 24 hour key card access for the three secure on-site garage parking spaces.
3. **TERM:** To have and to hold the Expansion Premises commencing August 14, 2015 and ending February 29, 2016, subject to two (2), one-month extensions provided tenant gives landlord 45 days prior written notice.


This Lease Amendment contains 4 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: \_\_\_\_\_  
 Title: Authorized Representative  
 Entity Name: \_\_\_\_\_  
 Date: 8/13/15

FOR THE GOVERNMENT:

Signature:   
 Name: GEORGE WEZCH  
 Title: Lease Contracting Officer  
 GSA, Public Buildings Service,  
 Date: August 17, 2015

WITNESSED

Signature:   
 Name: \_\_\_\_\_  
 Title: Authorized Representative  
 Date: 7-13-15

4. **RENT:** The Government shall pay the Lessor rent for the Expansion Premises of \$20,580.00 per month payable in arrears. Rent shall include all services, utilities and maintenance of the Leased Premises and the building appurtenances. Rent for a partial month shall be pro-rated.
5. **JANITORIAL and SNOW REMOVAL:** Janitorial services shall be provided as part of the rent, during the hours of operation of the Expansion Premises. Janitorial requirements are stated in Exhibit B attached hereto and incorporated herein by reference. Snow removal shall be provided in accordance with the building standard for snow removal.
6. **OPERATING HOURS and BUILDING SYSTEMS:** Hours of operation of the Expansion Premises are: 7:00 AM -- 5:00 PM with full HVAC service.
7. **24-HOUR HVAC REQUIREMENT:** The Government at its sole expense may request a portable supplemental a/c system be provided to supplement the building system if needed. The temperature of the Tel/Data/Lan room shall be maintained at a temperature of no more than 72 degrees F
8. **[REDACTED]:** The Lessor shall provide [REDACTED] programmed for the building and Expansion Premises.
9. **TENANT IMPROVEMENT ALLOWANCE.** Included as part of the rental rate is a tenant improvement allowance in the amount of \$5,000.00 to be spent at the discretion of the Government. Any unspent allowance shall be returned to the Government.
10. **WIRING/LAN ROOM:** At its own cost and expense, the Government reserves the right to install a cypher lock on the LAN Room Door in the Lease Premises. The cypher lock shall remain the property of the Government.
11. **TEL/DATA INSTALLATION:** At its own cost and expense, the Government reserves the right to contract for a new T1 trunk line to the building and for the installation of tel/data cabling and services to the 4<sup>th</sup> floor space, including the installation of TEL/DATA cabling and services in the mechanical and electrical closets needed to bring the T1 line into the Government's LAN Room. .
12. **FURNITURE and FURNITURE MOVES:** The Government shall have rights to use existing furniture and may bring additional furnishings as needed for its use of the Expansion Premises. In addition, if requested by the Government, and at the Governments expense, the Lessor shall move/rearrange lessor owned furniture in the Expansion Premises to accommodate a functional layout as needed for use by the Government. Each workstation shall have the ability to support phone, internet and electrical requirements for use by the Government.
13. **LESSOR ACCESS:** Any access to the Government Expansion Premises shall be restricted to the Government exclusively, provided however that the Lessor may access the Expansion Premises to provide required janitorial and maintenance services. Any other access to the Expansion Premises shall be by written request to the Government at least 24 hours in advance. The Government's approval of said request shall not be unreasonably withheld. . In the event of an Emergency, Lessor may access the Expansion Premises to protect the property from imminent damage or loss resulting from Fire, Flooding or other similar occurrences. As soon as practical, but no later than 24 hours after such Emergency Access by the Lessor and or his representatives, the Lessor shall provide a detailed report documenting the nature of the emergency, who entered the Expansion Premises, what areas were accessed, and what work was performed. Unscheduled maintenance, inspections, real estate showings or any other type activity shall be deemed not to qualify as an "Emergency" under this paragraph.
14. The Expansion Premises are being subleased to Tenant. This lease is subject to the terms of the lease between Lessor and the Expansion Premises building owner as set forth in Exhibit C, attached hereto, so long as the terms and conditions herein remain intact and unaltered.

End

INITIALS:

  
LESSOR

&

  
GOVT