

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 01
ADDRESS OF PREMISES: 380 Westminster Street, Providence, RI (RI7097)	TO LEASE NO.: GS-01P-LRI04876 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 entered into Lease GS-01P-LRI04876 (the "Lease") on July 21, 2014, for 75,625 rentable square feet (RSF), and

WHEREAS, the parties hereto desire to amend the above Lease to establish a Lease Commencement Date and to add joint use space to the Lease, both of which modify Section 1.01-A and Section 1.03-A, Section 1.04 and Section 1.13.

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, effective as follows:

1) Section 1.01-A is hereby deleted in its entirety and the following substituted therefore:

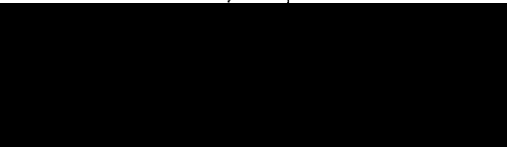

1.01-A Office and Related Space: The Leased Premises shall be deemed to include **BLOCK A** consisting of: **75,625** rentable square feet (RSF), yielding **66,323** ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related space located on the **1st** (7,720 ABOA / 8,257 RSF), **2nd** (23,269 ABOA / 26,879 RSF) and **3rd** (23,476 ABOA / 26,941 RSF) and **4th** (11,858 ABOA / 13,548 RSF) floors of the Building, as depicted on the floor plan(s) attached hereto as Lease Exhibit A.

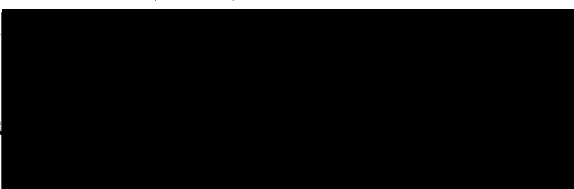
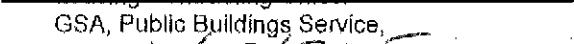
Additional Joint Use Space: The Lease premise shall also be deemed to include **BLOCK B** consisting of: **1,250** rentable square feet (RSF), yielding **1,169** ANSI/BOMA Office Area (ABOA) square feet (SF) of joint use and related space located on the **1st** floor of the Building, as depicted on the floor plan attached hereto as Lease Amendment Exhibit 1.

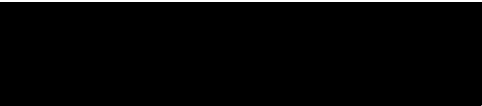
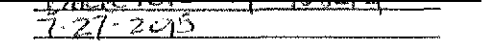
The Leased Premises shall consist of **BLOCK A** and **BLOCK B** which together total **67,492** ANSI/BOMA Office Area (ABOA), **76,875** Rentable Square Feet (RSF).

This Lease Amendment contains four (4) pages.

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

FOR T 
 Signature Name: 
 Title: CEO DALLI
 Entity Name: DALLI
 Date: 7-27-2015

FOR T 
 Signature Name: 
 Title: GSA, Public Buildings Service,
 Date: 10/15/2015

WITNESSED FOR THE LESSOR BY:
 Signature: 
 Name: 
 Title: LEASOR
 Date: 7-27-2015

2) Section 1.03-A shall be deleted in its entirety and the following substituted therefore in its place:

1.03-A Effective August 1, 2015, the Government shall pay the Lessor annual rent for Shell and Operating Costs only, payable in monthly installments in arrears, at the following rates:

I. BLOCK A:

	FIRM TERM (8/1/15 – 7/31/22)	NON-FIRM TERM (8/1/22 – 7/31/27)
	ANNUAL RENT	ANNUAL RENT
BLOCK A: SHELL RENT ¹	\$910,812.05	\$ 910,812.05
BLOCK A: OPERATING COSTS ²	\$595,075.00	\$ 595,075.00
BLOCK A: ANNUAL RENT	\$1,505,887.05	\$1,505,887.05

¹Shell rent calculation: \$12.0438 per RSF multiplied by 75,625 RSF.

²Operating Costs rent calculation: \$7.868760 per RSF multiplied by 75,625 RSF.

BLOCK B:

	FIRM TERM (8/1/15 – 7/31/22)	NON-FIRM TERM (8/1/22 – 7/31/27)
	ANNUAL RENT	ANNUAL RENT
BLOCK B: SHELL RENT ¹	\$15,054.75	\$15,054.75
BLOCK B: OPERATING COSTS ²	\$9,835.95	\$9,835.95
BLOCK B: ANNUAL RENT	\$24,890.70	\$24,890.70

¹Shell rent calculation: \$12.0438 per RSF multiplied by 1,250 RSF.

²Operating Costs rent calculation: \$7.868760 per RSF multiplied by 1,250 RSF.

TOTAL (BLOCKS A & B):

	FIRM TERM (8/1/15 – 7/31/22)	NON-FIRM TERM (8/1/22 – 7/31/27)
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$925,866.80	\$925,866.80
OPERATING COSTS ²	\$604,910.95	\$604,910.95
BLOCK B: ANNUAL RENT	\$1,530,777.75	\$1,530,777.75

¹Shell rent calculation: \$12.0438 per RSF multiplied by 76,875 RSF.

²Operating Costs rent calculation: \$7.868760 per RSF multiplied by 76,875 RSF.

II. Upon full completion and acceptance of Tenant Improvements, the Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

BLOCK A:

	FIRM TERM (8/1/15 – 7/31/22)	NON-FIRM TERM (8/1/22 – 7/31/27)
	ANNUAL RENT	ANNUAL RENT
BLOCK A: SHELL RENT ¹	\$910,812.05	\$ 910,812.05
BLOCK A: TENANT IMPROVEMENTS RENT ²	TBD PER NOTE 2	\$261,594.43
BLOCK A: OPERATING COSTS ³	\$595,075.00	\$ 595,075.00
BLOCK A: BUILDING SPECIFIC AMORTIZED CAPITAL ⁴	TBD PER NOTE 4	\$1,758.00
BLOCK A: TOTAL ANNUAL RENT	TBD	\$1,769,239.48

¹Shell rent calculation: \$12.0438 per RSF multiplied by 75,625 RSF

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²Sixty percent (60%) of the Tenant Improvement Allowance of \$3,269,930.40 shall be amortized at a rate of 0 percent per annum over the then remaining balance of the Firm Term of Lease commencing with the first full month after completion and acceptance of Tenant Improvements. The remaining 40% balance of Tenant Improvements shall be amortized over the Non-Firm Term of the Lease.

³Operating Costs rent calculation: \$7,868,760 per RSF multiplied by 75,625 RSF.

⁴Sixty percent (60%) of the Building Specific Amortized Capital (BSAC) of \$21,975.00 shall be is amortized at a rate of 0 percent per annum over the then remaining balance of the Firm Term of Lease commencing with the first full month after completion and acceptance of Tenant Improvements.

BLOCK B:

The Rent for Block B shall remain unchanged following completion and acceptance of the Tenant Improvements.

TOTAL (BLOCKS A & B):

	FIRM TERM (8/1/15 – 7/31/22)	NON-FIRM TERM (8/1/22 – 7/31/27)
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$925,866.80	\$925,866.80
BLOCK A: TENANT IMPROVEMENTS RENT ²	TBD	\$261,594.43
OPERATING COSTS ³	\$604,910.95	\$604,910.95
BLOCK A: BUILDING SPECIFIC AMORTIZED CAPITAL ⁴	TBD	\$1,758.00
TOTAL ANNUAL RENT	TBD	\$1,794,130.18

¹ See above.

² Per note in table above.

³ See above.

⁴ Per note in table above.

Following completion and acceptance of all Tenant Improvements, the next \$445,053.125 of full service rent (including shell rent, amortized cost of tenant improvement allowance, operating costs of services and the cost to amortize the building specific capital) shall be abated. This rent credit shall only apply to the fully serviced rent commencing with the first full month after completion and acceptance of all Tenant Improvements and apply to each successive month's rent until the entire \$445,053.125 is fully abated.

In light of the fact that the TI and Building Specific Amortized Capital will be amortized over a period exceeding the Firm Term of the Lease, should the Government terminate the Lease at any time after the end of the Firm Term the Government shall not be liable for any costs, including unamortized costs beyond the Firm Term.

3) The Broker Commission Credit in Section 1.04 of the Lease shall be established in a future Lease Amendment after completion of all Tenant Improvements and acceptance of the **BLOCK A** space.

4) Section 1.13 **PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)**

Section 1.13 shall be deleted in its entirety and the following substituted therefore in its place:

BLOCK A: The Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is **50.24** percent. The Percentage of Occupancy is derived by dividing the total Government Space of **75,625** RSF by the total Building space of **150,524** RSF.

BLOCK B: The Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is **0.0083** percent. The Percentage of Occupancy is derived by dividing the total Government Space of **1,250** RSF by the total Building space of **150,524** RSF.

INITIALS:


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The total percentage of occupancy for **BLOCK A** and **BLOCK B** combined shall be **50.2483%**. Real estate tax adjustments shall be billed on a combined basis.

5. Pursuant to the terms of the Lease as stated on page 1 "LEASE TERM", the commencement date of the Lease term for both **BLOCK A** and **BLOCK B** shall be August 1, 2015. The Lease Term shall end on July 31, 2027. The Firm Term for **BLOCK A** shall end at midnight on July 31, 2022, and shall thereafter be subject to termination rights set forth in Section 1.05 and renewal rights set forth in Section 1.06. The Firm Term for **BLOCK B** shall end at midnight on July 31, 2022, thereafter subject to termination rights set forth in Section 1.05 and renewal rights set forth in Section 1.06.

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

INITIALS: RM & AB
LESSOR GOVT