

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 6
	TO LEASE NO. GS-01B-LRI04944
ADDRESS OF PREMISES 1 Empire Plaza 417 Westminster Street Providence, RI 20903	PDN Number: PS _____

THIS AMENDMENT is made and entered into between **Empire LaSalle, LLC**

whose address is: 280 Congress Street, Suite 1350, Boston MA 02210

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 establish Beneficial Occupancy, restate the full service rent, restate the commission and commission paragraph and establish a termination date.

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, **December 18, 2015**, as follows:

- 1) Establish the Lease Commencement Date;
- 2) Restate the Annual Rent;
- 3) Restate the Broker Commission and Commission Credit; and
- 4) Establish Termination Rights;

1) Page 1 of the Lease is hereby amended with the following:

TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on December 18, 2015 and continuing thru December 17, 2025, 10 years, with a firm term of seven (7) years subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by GSA.

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: _____
 Name: _____
 Title: _____
 Entity Name: Empire LaSalle LLC
 Date: 1/15/16

FOR THE GOVERNMENT

Signature: _____
 Name: _____
 Title: _____
 GSA, Public Buildings Service,
 Date: 1/20/2016

WITNESSED FOR THE LESSOR BY:

Signature: _____
 Name: _____
 Title: Vice President - Berkeley
 Date: 1/15/16

2) Subparagraph A of Section 1.03 is hereby restated with the following:

1.03 RENT AND OTHER CONSIDERATION

A. The Government shall pay the Lessor annual rent payable monthly in arrears at the following rates:

	YEARS 1 – 5	YEARS 6 – 7	YEARS 8 – 10
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$373,737.60	\$413,078.40	\$391,973.70
TENANT IMPROVEMENTS RENT ²	\$167,708.58	\$167,708.58	\$0.00
OPERATING COSTS ³	\$132,365.40	132,365.40	132,365.40
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	\$23,315.00	\$23,315.00	\$0.00
PARKING ⁵	\$0.00	\$0.00	\$0.00
TOTAL ANNUAL RENT	\$697,126.58	\$736,467.38	\$524,339.10

¹Shell rent calculation:

(Years 1-5) \$18.24 per RSF multiplied by 20,490 RSF
 (Years 6-7) \$20.16 per RSF multiplied by 20,490 RSF
 (Years 8-10) \$19.13 per RSF multiplied by 20,490 RSF

²The Tenant Improvement Allowance of \$868,646.08 is amortized at a rate of 9.0 percent per annum over seven (7) years.

³Operating Costs rent calculation: \$6.46 per RSF multiplied by 20,490 RSF

⁴Building Specific Amortized Capital (BSAC) of \$120,760.00 are amortized at a rate of 9.0 percent per annum over seven (7) years.

⁵Parking costs described under sub-paragraph H below

3) Section 1.04 of is hereby restated with the following:

1.04 BROKER COMMISSION AND COMMISSION CREDIT

A. **CBRE, Inc.** (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is [REDACTED] and is earned upon Lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission will be payable to **CBRE, Inc.** with the remaining [REDACTED] which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 1 Rental Payment \$58,093.88 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.*

Month 2 Rental Payment \$58,093.88 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.*

Month 3 Rental Payment \$58,093.88 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 3rd Month's Rent.*

Month 4 Rental Payment \$58,093.88 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 4th Month's Rent.*

*Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

INITIALS: WJP & [Signature]
 LESSOR GOVT

4) Section 1.05 of the lease is hereby deleted and replaced with the following:

1.05 TERMINATION RIGHTS

The Government may terminate this Lease, in whole or in part, at any time effective after December 18, 2022 by providing not less than **ninety (90)** calendar days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rent shall accrue after the effective date of termination.

INITIALS: LYP
LESSOR

&

[Signature]
GOV'T