

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1
	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
whose address is: **Worcester Renaissance Tower LLC**
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 issue the Notice to Proceed for Tenant Improvements. .

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 upon execution by the Government as follows:

- A. This LA formally and officially issues Notice to Proceed in the amount of \$539,286.40 as referenced in Exhibit A for the Tenant Improvements in accordance with the Lease, Design Intent Drawings, Construction Drawings dated December 11, 2012, addendum dated December 17, 2012 with minor modifications subsequently agreed upon, and the Lessor's Cost Proposal dated April 30, 2013 (Exhibit A), which are incorporated into the lease by reference.

The total project cost of \$539,286.40 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 effective date of this lease.
- (2) The Government shall make a lump sum payment for the above TI cost of \$413,269.99 upon completion and acceptance by the government of the construction identified herein.


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:

FOR THE GOVERNMENT:

Signature: 
Name: Wendy M. Bacon
Title: Vice President
Entity Name: * Berkeley Investments Inc.
Date: 05-09-2013
* Managing Member of Worcester Renaissance Tower LLC

Signature: 
Name: Charles E. Wood
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: MAY 13, 2013

WITNESSED FOR

Signature: 
Name: J
Title: CHIEF FINANCIAL OFFICER
Date: 05-09-2013

(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.

B. 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 \$413,269.99, 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:


LESSOR

&


GOVT

5-13-13