

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 04
	TO LEASE NO.: GS-01P-LR104903
ADDRESS OF PREMISES: 380 Westminster Street, 6 <sup>th</sup> floor, Providence, RI (RI7097)	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, 35<sup>th</sup> 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 6<sup>th</sup> 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 \$270,697.02.
- 2) The approved tenant improvement work cost of \$270,697.02 is net of the following items:
  - 1) [REDACTED] for the reduction of new doors from eleven (11) to nine (9),
  - 2) [REDACTED] for the reduction of new fire extinguishers from three (3) to one (1),
  - 3) [REDACTED] for the removal of a pre-action fire sprinkler system from the scope of work,
  - 4) [REDACTED] for the reduction in the number of VAVs being installed from seven (7) to four (4), and a reduction of the associated labor for the HVAC work (excluding balancing), and
  - 5) [REDACTED] for the reuse of existing fire exit signs instead of purchasing new ones.

(Lease Amendment No. 04 continues on Page 2)

This Lease Amendment contains two (2) pages.

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

FOR THE LESSOR:

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

FOR THE



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

WITNESSED

Signature: [REDACTED]  
 Name: [REDACTED]  
 Title: Authorized Representative  
 Date: 10/5/2015

- 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. 04, the Lessor can consider this as a Notice to Proceed with the tenant improvement work in an amount not to exceed \$270,697.02.
- 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, \$106,825.20, 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, \$163,871.82, in a lump sum.
  - A. The \$163,871.82 lump sum payment shall be funded by the following Reimbursable Work Authorization ("RWA"): N1394142.

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

INITIALS:  &   
LESSOR GOVT