

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 09
	TO LEASE NO.: GS-01P-LRI04903
ADDRESS OF PREMISES: 380 Westminster Street, 6 th floor, Providence, RI (RI7097)	PDN Number: PS0030566

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 hereto desire to amend the above Lease to: reconcile and pay for the tenant improvement costs; 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, effective **March 1, 2016**, as follows:

TENANT IMPROVEMENTS:

- a) In Lease Amendment No. 03, dated October 5, 2015, the Government issued a Notice to Proceed for tenant improvements for a cost not to exceed \$306,187.84.
- b) The tenant improvement work has been completed and a reconciliation of the tenant improvement cost done. The actual cost of the tenant improvement work is \$306,097.71 ("TI Cost"), determined as follows:
 - CO1) [REDACTED]: credit for removal of Overtime work, reduction of VAV boxes, and reuse of fire extinguishers and emergency exit signs.
 - CO2) [REDACTED]: credit for change in door type installed.
 - CO3) [REDACTED]: credit for change in scope of work for tele/data cabling.
 - CO4) [REDACTED]: materials & labor for glass panels in conference room & 3 offices.
 - CO5) [REDACTED]: increased cost for change in security equipment.
 - CO6) [REDACTED]: materials & labor for changes to tele/data work.

(Lease Amendment No. 09 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: _____
 Name: _____
 Title: Authorized Representative
 Entity Name: Urban America
 Date: 3-9-16

FOR THE GOVERNMENT

Signature: _____
 Name: _____
 Title: Leasing Contracting Officer
GSA, Public Buildings Service,
 Date: 3/11/2016

WITNESSED FOR THE LESSOR BY:

Signature: _____
 Name: _____
 Title: AUTHORIZED REPRESENTATIVE
 Date: 3-9-2016

- c) The Government acknowledges completion, inspection and acceptance of the tenant improvement work, and shall pay the Lessor \$306,097.71 in the manner set forth in this Lease Amendment No. 09.
- d) A portion of the TI Cost, \$177,680.88, shall be amortized as a Tenant Improvement Allowance over the remaining firm term of March 1, 2016 – September 30, 2019 at an interest rate of nine percent (9.0%).
- e) The remaining \$128,416.83 shall be paid as a lump sum and funded by the following Reimbursable Work Authorization ("RWA"): N0579340.
- f) An original invoice must be submitted directly to the GSA Finance Office at the following address:
 - General Services Administration
 - Fort Worth Finance
 - FTS and PBS Payment Division (7BCP)
 - 819 Taylor Street, P.O. Box 17181
 - Fort Worth, TX 76102-0181

Invoices may also be submitted electronically at www.finance.gsa.gov.

A copy of the invoice must be provided to George Welch, Lease Contracting Officer, at the following address:

General Services Administration
Real Estate Acquisition Division
Thomas P. O'Neill Federal Building
10 Causeway Street, Room 1010
Boston, MA 02222

A proper invoice must include the following:

- Invoice date
- Name of the Lessor as shown on the Lease
- Lease contract number, building address, and a description, price, and quantity of the items delivered
- PDN #: PS0030566

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

INITIALS:


LESSOR

&


GOV'T