GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-01B-LRI04944
LEASE AMENDMENT	
ADDRESS OF PREMISES	PDN Number:
1 Empire Plaza	
417 Westminster Street	
Providence, RI 20903	

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

whose address is: 121 High Street, Boston, MA 02110

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 revise the ceiling requirements.

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 Government Execution as follows:

## 1) Paragraph 3.22 is hereby deleted in its entirety and replaced with the following:

## 3.22 CEILINGS (SEP 2013)

A complete acoustical ceiling system (which includes grid and lay-in tiles or other Building standard ceiling system as approved by the LCO) throughout the Space and Premises shall be required. (1) All ceiling systems components, whether re-used or new shall be uniform in color, texture and style, in "like new condition", free of any discoloration, staining, cracks, damage, size issues, or any deficient condition, and when viewed be free of any visual imperfections and consistent with the appearance of a new ceiling system and the LCO shall have the final approval, which approval shall be made after final installation into the newly built out space plan. The acoustical ceiling system shall be furnished, installed, and coordinated with Tls.

A. Ceilings shall be at a minimum 8 feet and 6 inches and no more than 12 feet and 0 inches measured from floor to the lowest obstruction. Areas with raised flooring shall maintain these ceiling-height limitations above the finished raised flooring. Bulkheads and hanging or surface mounted light fixtures which impede traffic ways shall be avoided, unless prior written approved by the LCO is obtained. Ceilings shall be uniform in color and appearance throughout the Space, with no obvious damage to tiles or grid. Lessor acknowledges the minimum 9 feet 0 inch ceiling requirement and

This Lease Amendment contains 2 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 TH	
Signatur Name: Title: Lease Contracting Officer GSA, Public Buildings Service, Date:	
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further it acknowledges that in no way does the Government's granting of a ceiling below its 9 feet 0 inch requirement grant any waiver of any other Government requirements relating to this leased space established in the lease or SSA's special requirements.

- B. Prior to closing the ceiling, the Lessor shall coordinate with the Government for the installation of any items above the ceiling.
- C. Should the ceiling be installed in the Space prior to construction of the TIs, then the Lessor shall be responsible for any and all costs related to the re-use, including but not limited to, the dis-assembly, storage during construction, and subsequent re assembly, changes to its configuration, design to accommodate the Government layout plan, and any of the ceiling components including sprinklers, lighting, HVAC, and other items which may be required to complete the TIs. The Lessor shall also bear the risk for any damage to the ceiling or any components thereof during the construction of the TIs.
- **D.** Ceilings shall be a flat plane in each room and shall be suspended and finished as follows unless an alternate equivalent is pre approved by the LCO:
  - 1. Restrooms. Plastered or spackled and taped gypsum board.
  - Offices and conference rooms. Mineral and acoustical tile or lay in panels with textured or patterned surface and tegular edges or an equivalent pre approved by the LCO. Tiles or panels shall contain a minimum of 30% recycled content.
  - 3. Corridors and eating/galley areas. Plastered or spackled and taped gypsum board or mineral acoustical tile.

NITIALS:

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