

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 3
	TO LEASE NO. GS-01P-LRI04944
ADDRESS OF PREMISES 1 Empire Plaza 417 Westminster Street Providence, RI 02903	PDN Number: PS-----  <i>PS 0032466</i>

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

whose address is: ~~124 High Street, Boston, MA 02110~~ **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 GS-01P-LRI04944 to give the "Notice to Proceed" for construction.

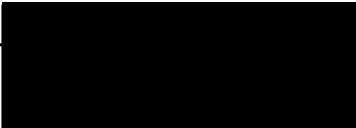
NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective as follows:

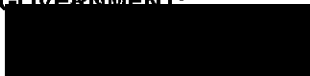
1. Notice to Proceed: This Lease Amendment (LA) is the Notice to Proceed to construct all tenant improvements as specified within the lease GS-01P-LRI04944 and all associated documents, and as contained in those construction documents created by Vision 3 Architects referenced as Project - GSA FIT-OUT DRAWINGS @: ONE EMPIRE PLAZA SIXTH FLOOR PROVIDENCE, RI T.I. DWGS which contains drawings (A0.1, A0.2, A1.1, A2.1, A4.1, A4.2, A7.1, A8.1, A8.2, FP001, FPD106, FP106, FP600, P001, PD106, P106, P600, M001, MD106, M106, M107, M600, M601, M602, M603, E001, ED106, E106, E107, E206, E600, E601, T106, T600, T601) and dated 4/08/2015. The total cost for the complete build out of all Tenant Improvements inclusive of any and all A&E fees, Mechanical fees, Project management fees, Lessor profit, and overhead, and any and all other cost for \$1,168,132.70. Of the total cost for the tenant improvements, \$868,646.08 shall be amortized in the rent as per the terms of the lease, and the remaining balance of \$299,486.62 shall be paid in lump sum. Payment shall be made after the Lessor's completion of the Tenant Improvements as noted above and the Government's inspection and acceptance of the space by the Contracting Officer.
2. The lease requires completion of the construction no later than ninety (90) working days from the Notice to Proceed.
3. Upon final execution of this LA, lessor shall develop a construction schedule and submit it to the lease contracting

This Lease Amendment contains 2 pages.

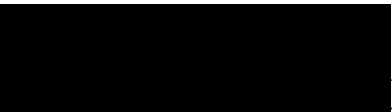
All other terms and conditions of the lease shall remain in force and effect.

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

**FOR THE LESSOR:**  
 Signature:   
 Name: Empire LaSalle, LLC  
 Title: Authorized Signatory  
 Entity Name: Empire LaSalle, LLC  
 Date: 6-29-2015

**FOR THE GOVERNMENT:**  
 Signature:   
 Name: George E. Welch  
 Title: Lease Contracting Officer  
 GSA, Public Buildings Service,  
 Date: JULY 29, 2015

**WITNESSED FOR THE LESSOR BY:**

Signature:   
 Name: \_\_\_\_\_  
 Title: Construction Manager  
 Date: 06/29/2015

*BSB*

officer (LCO) within five (5) calendar days. The construction schedule shall be reviewed and approved by the Government. Progress meetings will be held, as determined by the LCO.

4. Ten (10) working days prior to the Lessor's determination that the space is substantially complete, the lessor shall notify the Government to arrange an inspection.
5. After inspection and acceptance of tenant improvements, lessor shall submit a properly executed invoice, as described below, directly to the GSA Finance office at:

GENERAL SERVICES ADMINISTRATION  
FTS AND PBS PAYMENT DIVISION (7BCP)  
P.O. BOX 17181  
FORT WORTH, TX 76102-0181

OR ELECTRONICALLY AT THE FOLLOWING WEBSITE: FINANCE.GSA.GOV

A COPY OF THE INVOICE SHALL ALSO BE PROVIDED TO THE LEASE CONTRACTING OFFICE AT THE FOLLOWING ADDRESS:

GENERAL SERVICES ADMINISTRATION  
ATT: RICHARD T. REYNOLDS  
10 CAUSEWAY STREET, ROOM 1010  
BOSTON, MA 02222

A PROPER INVOICE MUST INCLUDE THE FOLLOWING:

- INVOICE DATE
- NAME OF LESSOR AS SHOWN ON THE LEASE
- LEASE CONTRACT NUMBER, BUILDING ADDRESS, AND A DESCRIPTION, PRICE, AND THE QUANTITY OF THE ITEMS DELIVERED
- GSA PDN # PS-----

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

INITIALS: BSB & JW  
LESSOR GOVT