

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-02B-23964
ADDRESS OF PREMISES Financial Square, 32 Old Slip New York, New York 10005	PDN Number: N/A

THIS AMENDMENT is made and entered into between

OLD SLIP PROPERTY LLC, c/o Beacon Capital Partners

whose address is: **200 State Street, 5th Floor
Boston, MA 02109**

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 sections 1.03 (A) RENT AND OTHER CONSIDERATION, 1.04 BROKER COMMISSION AND COMMISSION CREDIT and 1.08 TENANT IMPROVEMENT ALLOWANCE,

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's execution, as follows:

SEE ATTACHED PAGE

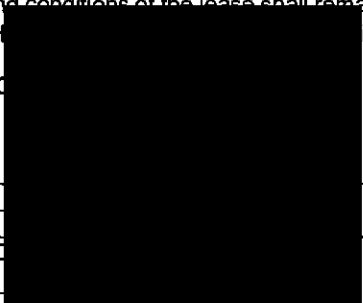
This Lease Amendment contains {2} pages.

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

IN WITNESS WHEREOF, the parties have hereunto set their names as of the below date.

FOR THE LESSOR:

Signature: _____
 Name: _____
 Title: _____
 Entity Name: OLD
 Date: _____



FOR THE GOVERNMENT:

Signature: _____
 Name: _____
 Title: Lease Contracting Officer
 GSA, Public Buildings Service
 Date: 7/11/2013



WITNESSED FOR THE LESSOR BY:

Signature: _____
 Name: _____
 Title: _____
 Date: 7/10/13

7/10/13

1. SECTION 1.03 (A) RENT AND OTHER CONSIDERATION (AUG 2011) IS HEREBY DELETED IN ITS ENTIRETY AND THE FOLLOWING INSERTED IN ITS PLACE:

"SECTION 1.03 (A) RENT AND OTHER CONSIDERATION (AUG 2011)

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM		NON FIRM TERM	
	ANNUAL RENT	ANNUAL RATE/RSF	ANNUAL RENT	ANNUAL RATE/RSF
SHELL RENT	\$1,461,690.53	\$37.20	\$1,404,190.50	\$35.73
TENANT IMPROVEMENTS RENT ¹	\$ 444,817.52	\$11.32	\$ 0	\$0 ³
OPERATING COSTS	\$ 344,437.00	\$8.77	\$ 344,437.00	\$8.77
BUILDING SPECIFIC SECURITY ²	\$ 12,933.27	\$.33	\$ 0	\$0 ³
TOTAL ANNUAL RENT	\$2,263,878.32	\$57.61	\$1,748,627.50	\$44.50

¹The Tenant Improvement Allowance is amortized at a rate of 5.75 percent per annum over 5 years.

²Building Specific Security Costs are amortized at a rate of 5.75 percent per annum over 5 years.

³Rates may be rounded."

2. SECTION 1.04 BROKER COMMISSION AND COMMISSION CREDIT (AUG 2011) IS HEREBY DELETED IN ITS ENTIRETY AND THE FOLLOWING INSERTED IN ITS PLACE:

"SECTION 1.04 BROKER COMMISSION AND COMMISSION CREDIT (AUG 2011)

A. UGL Services, Equis Operations Co., ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The total amount of the Commission is [REDACTED] and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission, will be payable to UGL Services, Equis Operations Co. with the remaining [REDACTED], which is the "commission credit", to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this commission credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this lease shall be reduced to recapture fully this commission credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 1 Rental Payment \$188,656.53 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.

Month 2 Rental Payment \$188,656.53 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent."

3. SECTION 1.08 TENANT IMPROVEMENT ALLOWANCE (AUG 2011) IS HEREBY DELETED IN ITS ENTIRETY AND THE FOLLOWING INSERTED IN ITS PLACE:

"SECTION 1.08 TENANT IMPROVEMENT ALLOWANCE (AUG 2011)

The Tenant Improvement Allowance (TIA) for purposes of this Lease is **\$73.62 (rounded)** per ABOA SF (or \$1,928,946.95). The TIA is the amount that the Lessor shall make available for the Government to be used for the TIs. This amount is amortized in the rent over the firm term of this Lease at an annual interest rate of 5.75 percent."

4. Except as modified in this Agreement, all terms and conditions of the Lease shall remain in full force and effect, and in the event that any of the terms and conditions of this Agreement conflict with any terms and conditions of the Lease or any previous supplemental lease agreements, the terms and conditions of this Agreement shall control and govern.

5. All capitalized terms referred to herein and not otherwise defined shall have the meaning attributed to such term in the Lease.

INITIALS: [Signature] LESSOR & [Signature] GOVT