GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE

LEASE AMENDMENT No. 2

LEASE AMENDMENT
TO LEASE NO. GS-02B-23964

PDN Number: N/A

ADDRESS OF PREMISES
Financial Square, 32 Old Slip
New York, New York 10005

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 signed their names as of the below date.

FOR THE LESSOR:

Signature: ____________________________  
Name: ________________________________  
Title: ________________________________  
Entity Name: OLD SLIP PROPERTY LLC  
Date: ________________________________

WITNESSED FOR THE LESSOR BY:

Signature: ____________________________  
Name: ________________________________  
Title: ________________________________  
Date: ________________________________

FOR THE GOVERNMENT:

Signature: ____________________________  
Name: ________________________________  
Title: ________________________________  
Lease Contracting Officer  
GSA, Public Buildings Service  
Date: ________________________________

7/1/2013

Lease Amendment Form 12/12
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:

<table>
<thead>
<tr>
<th>Firm Term</th>
<th>Non Firm Term</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>SHELL RENT</strong></td>
<td><strong>$1,461,690.53</strong></td>
</tr>
<tr>
<td><strong>OPERATING COSTS</strong></td>
<td><strong>$344,817.52</strong></td>
</tr>
<tr>
<td><strong>BUILDING SPECIFIC SECURITY</strong></td>
<td><strong>$12,933.27</strong></td>
</tr>
<tr>
<td><strong>TOTAL ANNUAL RENT</strong></td>
<td><strong>$2,263,878.32</strong></td>
</tr>
</tbody>
</table>

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

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 [ ] and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Only [ ] of the Commission, will be payable to UGL Services, Equis Operations Co. with the remaining [ ], 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 [ ] equals [ ] adjusted 1st Month's Rent.

Month 2 Rental Payment $188,656.53 minus prorated commission credit of [ ] equals [ ] 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 TIIs. 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.