

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No 2
LEASE AMENDMENT	TO LEASE NO. GS-02P-LNY24257
ADDRESS OF PREMISES: 1 Battery Park Plaza New York, NY 10004	PDN Number: PS0270001

THIS AGREEMENT made and entered into this date by and between State-Whitehall Company L.P., The c/o Rudin Management Company, INC

whose address is: 345 Park Avenue, 33<sup>rd</sup> Floor  
New York, NY 10154

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease in order to: 1) Issue a Notice to Proceed for the construction of the Tenant Improvements Items (TI) and 2) State the manner by which all Change Orders will be addressed during construction.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon the date of the government signature of this Amendment as follows.

#### TENANT IMPROVEMENT COSTS:

The Lessor's Tenant Improvement price proposal shall be supported by sufficient cost or pricing data to enable the Government to evaluate the reasonableness of the proposal, or documentation that the Proposal is based upon competitive proposals.

Based on competitive proposals, the Government has reviewed the Tenant Improvement (TI) costs in the amount of \$199,231.12 which includes taxes, design costs and TI fees and determined that they are fair and reasonable. This lease amendment represents the Notice to Proceed (NTP) with the construction of the TIs. The Government will reimburse the Lessor in the following manner; \$152,400.00 will be amortized in the rent at an annual rate of 5% per annum over the firm term of the lease (five (5) years). The remaining (TI) costs of \$46,831.12 will be paid via lump sum upon completion, inspection, acceptance of the space; and upon receipt of an original invoice by the Contracting Officer.

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: William C. Rudin  
Title: Co-Chairman and CEO  
Entity Name: State-Whitehall Company L.P., The  
Date: By: Rudin Management Co., Inc.  
Date: October 5, 2017

FOR THE GOVERNMENT

Signature: Paul Koch  
Name: Paul Koch  
Title: Lease Contracting Officer  
GSA, Public Buildings Service,  
Date: 10.13.17

WITNESSED FOR THE LESSOR BY:

Signature: Donald D. Adler  
Name: Donald D. Adler  
Title: Counsel  
Date: October 5, 2017

The Lessor (State-Whitehall Company L.P., The) shall submit one (1) invoice in the amount of \$46,831.12 for above tenant improvement cost to: GSA Finance Office 7BCP, 819 Taylor Street, Fort Worth, Texas 76102-0181 or to the GSA Finance Website at www.finance.gsa.gov with a copy to the GSA Lease Contracting Officer. The invoice must be on the Lessor's letterhead named in the Lease, the lease number and lease amendment number indicated above and the Pegasys Document Number PS#0270001

**CHANGE ORDERS:**

Any Change Orders during construction will be authorized via a Notice To Proceed letter by the Government and will be memorialized via a subsequent lease amendment establishing beneficial occupancy.

INITIALS:

Handwritten initials for the Lessor and the Government. The Lessor's initials are "LW" and the Government's initials are "OK". They are written over the printed words "LESSOR" and "GOVT" respectively, which are separated by an ampersand "&".