

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT</b>	<b>LEASE AMENDMENT No. <u>1</u></b>
	<b>TO LEASE NO.</b> GS-01P-LMA04981
<b>ADDRESS OF PREMISES</b>  33 Arch Street; Part of Floor 22, Floor 23 and Floor 24 Boston, MA 02110-1424	<b>PDN Number:</b>

**THIS AMENDMENT** is made and entered into between T-C 33 Arch Street, LLC whose address is: 730 Third Avenue; New York, NY 10017, hereinafter called the Lessor, and, The UNITED STATES OF AMERICA, hereinafter called the Government (collectively the "Parties"):

**WHEREAS**, on March 30, 2004, effective August 31, 2005, the [REDACTED] and the Lessor entered into lease No. [REDACTED]-0302-BN (the [REDACTED] Lease") for one half (1/2) of the 21st floor and all of the 22nd, 23rd and 24th floors (the [REDACTED] Leased Space") of 33 Arch Street, Boston, MA (the "Building"), for a term of ten (10) years; and

**WHEREAS**, on November 17, 2014, the General Services Administration, as agent for the U.S. Government, and the Lessor entered onto Lease Number GS-01 P-LMA04981 (the "2014 GSA Lease"), for [REDACTED] occupancy of approximately 58,676 rentable square feet of space, being a portion of the 22nd and all of the 23rd and 24th floors of the Building (the "GSA Leased Space") for a term of 13 years; and

**WHEREAS**, the anticipated commencement date of the 2014 GSA Lease is September 1, 2016; and

**WHEREAS**, to facilitate construction of the tenant improvements required under the 2014 GSA Lease, the Lessor offered to provide, at no cost to the Government, swing space on the 21st floor of the Building (the "21<sup>st</sup> Floor Swing Space"), as more particularly shown on Attachment A, attached hereto and by this reference incorporated herein (the "Initial 21st Floor Swing Space Fit Plan") ; and

**WHEREAS**, the parties desire the 2014 GSA Lease be modified to include additional detail regarding the 21st Floor Swing

This Lease Amendment contains 11 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: [REDACTED]  
Name: LAURA PALOMBO  
Title: ASSISTANT SECRETARY  
Entity Name: T-C 33 Arch ST LLC  
Date: \_\_\_\_\_

**FOR THE GOVERNMENT:**

Signature: [REDACTED]  
Name: GEORGE EWELT  
Title: Lease Contracting Officer  
GSA, Public Buildings Service,  
Date: 9.30.16

**WITNESSED FOR THE LESSOR BY:**

Signature: [REDACTED]  
Name: JACK HURLEY  
Title: GENERAL MANAGER  
Date: 9.21.16

Space; and

**WHEREAS**, as awarded, the 2014 GSA Lease anticipated that the Lessor would pay for fit up of the 21st Floor Swing Space, and the Lessor's proposed rental rate was sufficient to accomplish the build out of that space as delineated in Attachment A hereto; and

**WHEREAS**, the Government requested the Lessor to include additional features in the 21st Floor Swing Space not included in the Initial 21st Floor Swing Space requirements and not included in the Initial 21st Floor Swing Space Fit Plan, which features are shown on the Dyer Brown drawing (the "21st Floor Swing Space Additions"), attached hereto and incorporated herein by reference as Attachment B; and

**WHEREAS**, the Parties hereto desire to amend the 2014 GSA Lease to incorporate the 21st Floor Swing Space Additions; and

**WHEREAS**, the Parties also wish to amend the 2014 GSA Lease to reflect changes to the Construction Schedule as delineated in the 2014 GSA Lease Section 4.01(J) as set forth in Section 7.05 of the 2014 GSA Lease; and

**WHEREAS**, the Parties also wish to amend the 2014 GSA Lease to include additional language with respect to the swing space utilized during the construction process (the "Swing Space"), phasing during the construction process, and shell cost and open floor plan assumptions.

**NOW THEREFORE**, the Parties hereto, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the 2014 GSA Lease is hereby amended as follows:

1. Exhibit B to the 2014 GSA Lease is hereby amended by replacing the Initial 21st Floor Swing Space Fit Plan of 19 offices and 3 workstations, as shown on the drawing labeled Attachment A, with the 21<sup>st</sup> Floor Swing Space Additions attached hereto as Attachment B.
2. The first three (3) pages of Exhibit B of the 2014 GSA Lease, which address the phasing plan for the build out of the GSA Leased Space and the 22d Floor swing space plan, are hereby deleted in their entirety, and the revised phasing plan, attached hereto as Attachment C, is inserted in its place.
3. Exhibit O of the 2014 GSA Lease is hereby deleted in its entirety and the schedule dated July 9, 2015, showing an end date of September 1, 2016, attached hereto and incorporated herein by reference as Attachment D, is hereby substituted in its place.
4. The Government agrees to pay Lessor for the difference in cost between the Initial 21st Floor Swing Space Fit Plan with 19 seats (Attachment A) and the Dyer Brown plan 21st Floor Swing Space Additions showing 28 offices and 0 workstations, attached hereto and incorporated herein by reference as Attachment B. The difference in cost is \$39,003.00.
5. Section 4.01(J) as set forth in Section 7.05 of the 2014 GSA Lease is hereby deleted in its entirety and the following substituted in its place:

4.01 (J) Construction of TIs and completion of other required construction work: The Lessor shall complete all work required to prepare the Premises as required in this Lease, ready for use, after issuance of Notice to Proceed, but not later than September 1st, 2016, which shall include requested days required for moving the Government's furniture, all as shown in Exhibit O to the Lease.
6. Exhibit A of the 2014 GSA Lease (the "Current Floor Plan") is hereby deleted in its entirety and replaced with the revised floor plan attached hereto as Attachment E (the "Revised Floor Plan").
7. The 2014 GSA Lease is hereby amended to incorporate the following additional provision immediately after Section 7.06 of said Lease:

7.7 SWING SPACE AND PHASING

A. During the construction of the tenant improvements, the Lessor shall make available to the [REDACTED] the use of the 21st Floor Swing Space identified in Attachment B attached hereto, subject to the following conditions:

- i. It is agreed that during construction of the Tenant Improvements in the GSA Leased Space, the 21st floor swing space was constructed as indicated in the 21st Floor Swing Space Additions and provided for the Government's use and occupancy at no cost to the Government except as stated in Lease Amendment No 1.
- ii. For administrative simplicity, the parties agree that there shall be a single transition date from the [REDACTED] Lease to this Lease rather than progressively shifting from the [REDACTED] Lease to the GSA Lease in parts. Moreover, the parties acknowledge that during the build out of the space under this Lease, Government personnel may be moved to any areas designated as swing space for the purposes of this project.
- iii. During the construction of the Tenant Improvements, The Lessor has provided the 21st Floor Swing Space to the Government consistent with the phasing plan as shown in the construction schedule as Exhibit O, and 21st Floor Swing Space Additions, attached to the Lease amendment as Attachment B, and the construction schedule provisions of Section 7.05 of the Lease. Not less than five (5) days prior to the construction of each phase, the Parties agreed on a mutually acceptable relocation plan to describe the areas of the existing premises that will be moved to each portion of the swing space, access to files and computer areas, and/or other matters reasonably necessary for completion of the build out.

Employee moves included the following:

Staff desk or office contents (which shall put in containers by the [REDACTED] staff)  
Desk Top Equipment  
All Furniture Designated for Reuse  
Boxes or Crates Used to Move Contents From Floors  
Files and Equipment

- iv. The Lessor is responsible for providing and paying for all move-out and set-up costs, in the Lessor-provided swing space area on the 21st floor, and for all move-out, set up, and in any current [REDACTED] - leased areas designated as swing space areas for this project in the 2014 GSA Lease, except as otherwise agreed to between the Lessor and [REDACTED]. The Government will be responsible for the cost of moving each Government employee from swing space areas to the newly reconfigured space.
- v. The 21st Floor Swing Space fit up of the offices, cubicles and work related space was required to be similar in quality to the space currently occupied by the [REDACTED] pursuant to the [REDACTED] Lease. The Lessor will be responsible for managing the construction of the 21st Floor Swing Space. However, the construction of such temporary swing space shall not require adherence to the processes or specifications that apply under the Lease with respect to the build out of the 2014 GSA Leased Space.

The 22nd Floor area under [REDACTED] current lease was designated as swing space for this project in Exhibit B of the 2014 GSA Lease. Any modifications to the layout, workstations, cubicles or security required by the [REDACTED] will be provided or paid for directly by the [REDACTED] to the Lessor.

9. The following Section 7.08 shall be inserted into the Lease following Section 7.07:

7.8 SHELL COSTS AND OPEN FLOOR PLAN.

The Parties agree that the Lessor has incurred increased shell costs totaling \$39,003.00 as a result of the differences between the constructions drawings as put out for bid by the Lessor, and those shell costs for an open layout as stated in the Lease, with respect to lighting, HVAC, Occupancy/Vacancy sensors and fire protection. The Government agrees to pay the increased costs between an open floor plan or layout and the requirements in the constructions drawing with addendums put out for bid by the Lessor on or about July 23, 2015, according to the following:

- A Lighting: The Lessor shall be responsible for light fixtures in the ratio of one (1) light fixture per 80 ANSI BOMA square feet of office space as stated in Section 3.44

LIGHTING: INTERIOR AND PARKING – SHELL (SEP 2013).

- B. HVAC: The Lessor shall be responsible for providing an HVAC system that is installed and operational, including, as appropriate, main and branch lines, VAV boxes, dampers, flex ducts and diffusers for an open office layout, including all Building common areas. The Lessor shall provide conditioned air through medium pressure ducts at a rate of .75 cubic feet per minute per ABOA SF and systems shall be designed with sufficient systems capacity to meet all requirements in this Lease, as stated in Section 3.41 HEATING, VENTILATION, AND AIR CONDITIONING – SHELL (SEP 2013).
- C. Occupancy/Vacancy Sensors: The Lessor shall provide sensors at the same ratio as in Section A, above. The sensors are part of the lighting system as stated in Section 3.44. E. of the Lease.

In addition, the Government agrees to pay for those relocated or additional sprinkler heads that are required in going from the original, existing number and location of heads to the location and number of heads required in the construction drawings with addendums, put out for bid on or about July 23, 2015

END