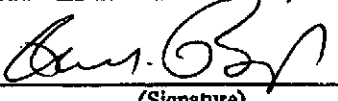




GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	SUPPLEMENTAL AGREEMENT NO. 2	DATE 1/6/12
SUPPLEMENTAL LEASE AGREEMENT		TO LEASE NO. GS-02B-23759
ADDRESS OF PREMISES: 32 Old Slip, New York, New York 10005-3500		
<p>THIS AGREEMENT, made and entered into this date by and between OLD SLIP PROPERTY, LLC</p> <p>Whose address is: c/o Beacon Capital Partners 200 State Street, 5th Floor Boston, MA 02109-2605</p> <p>hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government;</p> <p>WHEREAS, the parties hereto desire to amend the above Lease.</p> <p>NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended as follows:</p> <p style="text-align: center;"><i>See Attached</i></p> <p>IN WITNESS WHEREOF, the parties subscribed their names as of the above date.</p>		
<p>LESSOR: OLD SLIP PROPERTY, LLC</p> <p>BY <u></u> <u>PHILIP J. BRANNIGAN JR. MANAGING DIRECTOR</u> (Signature) (Title)</p> <p>IN PRESENCE OF <u></u> <u>c/o Beacon Capital Partners</u> (Signature) (Address)</p>		
<p>UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION</p> <p>BY <u></u> <u>Contracting Officer</u> (Signature) (Official Title)</p>		

SUPPLEMENTAL LEASE AGREEMENT NO. 2

GS-02B-23759

32 Old Slip, New York, New York 10005-3500

- 1) The Lessor hereby agrees to provide all necessary materials, equipment, labor and supervision for the installation of five (5) automatic ADA door openers within the leased premises. Such openers shall be installed on the doors leading to the men's and women's restrooms, and the office entry door. Attached to and made part of this Agreement is Exhibit "A" which sets forth the Lessor's proposal and description of the work to be performed by the Lessor pursuant to this Supplemental Lease Agreement (SLA).
- 2) The Lessor hereby agrees to complete the above work within 15 working days from the date that the Government executes this Agreement. Upon completion of the alterations, acceptance by the Government as substantially complete, and receipt of a proper invoice from the Lessor, the Government shall reimburse the Lessor in a one-time lump-sum payment of \$32,956.22 for this work.
- 3) The Lessor agrees that the invoice referenced above shall be printed on the same letterhead as the payee named in this Lease and shall reference the PDN number PS0022255. The invoice shall be sent to:

General Services Administration
Finance Division
819 Taylor Street
Forth Worth, Texas 76102-0181

The Lessor also agrees that a copy of the invoice shall be sent simultaneously to the GSA Contracting Officer.

- 4) In the event delays arise from unforeseeable causes beyond the control of the Lessor and/ his contractor, the Lessor shall notify the Contracting Officer in writing within two (2) business days after such delay begins. In addition, the Lessor shall coordinate with the Government's tenant agency to perform the work in a manner that minimizes interference with the Government's operations.
- 5) In no event shall payments be made pursuant to this Agreement until the Government has accepted the work as substantially completed. If upon inspection by the Government, the work is not substantially completed, the Lessor shall correct all deficiencies without any additional cost to the Government. In no event shall the Government pay more than the above-referenced amount for the work covered in this Agreement without prior written approval of the Contracting Officer.
- 6) Except as modified by this Supplemental Lease Agreement, all other terms and conditions of the Lease shall remain in full force and effect, and in the event that any terms and conditions of this Supplemental Lease Agreement conflict with any terms and conditions of the Lease or any previous Supplemental Lease Agreements, the terms and conditions of this Supplemental Lease Agreement shall govern and control.

LESSOR

GOV'T