

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT

DATE

NO. 2

TO LEASE NO.

GS- 02B-22680

ADDRESS OF PREMISES

1133 Avenue of the Americas
New York, New York

THIS AGREEMENT, made and entered into this date by and between

1133 Buildings Corp.

1133 Avenue of the Americas-32nd Floor

whose address is New York, New York 10036

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 provide for certain changes in the scope of work to be performed by the Lessor with the attendant debits and credits to the parties.~~

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective July 23, 1993, as follows:

1. The parties agree that, due to the Government changing from the original [redacted] to the [redacted] as shown on the Composite Architectural/T&E plans dated March 8, 1993, the Government is entitled to a credit. The change in scope of work includes deleting (4) 208,800 sensible/233,800 total BTU with pumps and dry coolers and replacing them with (3) 209,000 sensible/227,000 total BTU with pumps and dry coolers; deleting (2) 60,300 sensible/63,300 total BTU with pumps and dry coolers and replacing them with (2) 97,000 sensible/97,000 total BTU with pumps and dry coolers; and deleting (1) 160KW/200 KVA UPS and (2) 100K VA PPC and replacing it with (1) 120KW/150 KVA UPS and (2) 75 KVA PPC. The total credit due to the Government for this change is \$50,729.00.

2. The parties agree that, due to the following changes in the scope of Lessor's Work, the Lessor is entitled to credits as set forth below:

a. Six (6) additional card readers. The credit to the Lessor shall be [redacted].

b. Installation of approximately 595 sq. ft. of raised floor in the employee lounges on the second floor. The credit to the Lessor shall be [redacted].

continued on attached sheet

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 above date.

LESSOR

1133 BUILDINGS CORP.

BY

Vice President
(Title)

1133 Ave. of the Americas
(Address)

CONTRACTING OFFICER

(Official Title)

c. The furnishing and installation of the non-unit price items for two (2) additional employee lounges. The credit to the Lessor shall be [REDACTED].
See Exhibit "A" annexed hereto and made a part hereof.

3. The parties agree that, through the date of this Supplemental Lease Agreement, the Government is entitled to a credit of \$50,729.00 and the Lessor is entitled to a total credit of \$31,355.00. The result is a net credit to the Government in the amount of \$19,374.00.

4. The foregoing work is being performed pursuant to the Changes Clauses at Paragraph 17 of the General Clauses of this lease.

5. The parties further agree that, upon substantial completion of the Premises by the Lessor and acceptance of the Premises as substantially complete by the Government, the parties will agree to a final accounting of all debits and credits owed by either party to the other under the terms of this and any subsequent Supplemental Lease Agreements pertaining to changes or additional work duly authorized by the Government. Upon said agreement, a Supplemental Lease Agreement will then be issued and executed by the parties setting forth the net amount due to either party. The net amount due shall be incorporated into the final adjustment to be made in accordance with Paragraph 13 of the Rider to this Lease.

6. The parties further agree that no time extension is required by reason of the work performed under this change.

Lessor 
Government 