

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO. 1
TO LEASE NO. GS-02B-23754

DATE
12/16/10

ADDRESS OF PREMISES: 123 William Street, New York, NY 10038

THIS AGREEMENT, made and entered into this date by and between 123 William LLC

whose address is c/o AM Property Holding Corp II
352 7th Avenue
New York, NY 10001

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

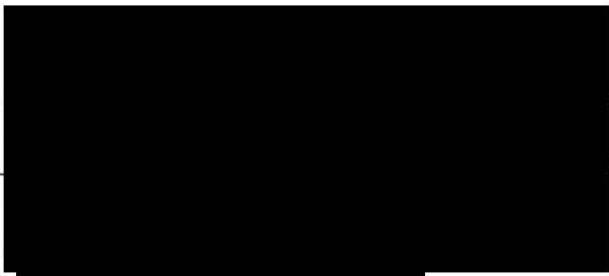
WHEREAS, the parties hereto desire to amend the above Lease, to, (a) reflect the acquisition of an additional 4,600 rentable square feet (RSF) of office space yielding 3,908 ANSI/BOMA Office Area square feet, on part of the 4th floor at the building known and designated as 123 William Street, New York, NY 10038. The total space leased to the Government, including the existing space shall be 36,573 RSF yielding 31,074 ANSI/BOMA Office Area square feet, in accordance with the attached floor plan labeled Exhibit "A", attached hereto and made a part hereof; (b) adjust the Tenant Improvement (TI) Allowance; (c) adjust the annual rental paid to the Lessor; (d) adjust the percentage of occupancy; (e) adjust the annual base cost of services.

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

SEE ATTACHED

in force and in effect.

names as of the above date.



(Signature)

member

(Title)

352 7th Ave NY NY

(Address)

UN **GENERAL SERVICES ADMINISTRATION**

BY **Contracting Officer**

(Official Title)

1. To replace Paragraph No. 1 of the rider to Lease LNY23574.

1. The Lessor hereby leases to the Government the following described premises to be used for office and related purposes:

Approximately thirty six thousand five hundred seventy three (36,573) rentable square feet (RSF) of office space consisting of approximately thirty one thousand seventy four (31,074) ANSI/BOMA Office Area square feet comprising the third and part of the fourth floor at the building known and designated as 123 William Street, New York, NY 10038 in accordance with the attached floor plan labeled Exhibit "A" attached to and made a part hereof.

2. To replace paragraph No. 12 of the rider to Lease LNY23574

12. The space leased to the Government must contain the Required ANSI/BOMA Office Area square feet specified in Paragraph 1 of this SLA. In no event shall the Government pay for more than 31,074 ANSI/BOMA Office Area square feet.

The Government has inspected and measured the space, and agreed that if the space is constructed in accordance with the approved drawings it will meet the ANSI/BOMA measurement standards set forth in the Lease and shall not be re-measured or recalculated during the term of this Lease or the Lease extensions.

3. To replace Paragraph No. 13 of the rider to lease LNY23574

13. The Lessor agrees to contribute a Tenant Improvement (TI) Allowance of \$1,739,211.78 towards the cost of TI. Such contribution has been included as part of the rental consideration set forth in Paragraph No. 14 below. The Lessor's contribution toward the TI cost will be amortized over one hundred twenty (120) months compounded at an interest rate of 0% per annum for a total tenant improvement rental of \$173,921.18 per annum or \$4.76 per rentable square foot/ 5.60 per ANSI/BOMA Office Area square foot. In the event the TI cost is less than \$1,739,211.78 only the actual TI cost shall be amortized into the annual rent in the same manner as set forth above and the rental rate set forth in Paragraph No. 14 below shall be reduced accordingly. Such rental reduction, if applicable, will be memorialized in a Supplemental Lease Agreement. The Government will reserve the right at any time to reimburse the Lessor with lump sum payments to buy down any or all portions of the tenant improvement cost.

4. To replace Paragraph No. 14 of the rider to lease LNY23574

14. The Government shall pay the Lessor a total annual rental of \$52.37 per rentable square foot for a total of \$1,915,328.01 per annum at the rate of \$159,610.67 per month paid in arrears. Annual rental includes \$4.76 per rentable sq. ft. (\$173,921.18 per annum) for the amortization of the Lessor's contribution to the TI cost. This annual rental shall be subject to adjustment as set forth in Paragraph 13 above and shall be subject to CPI and tax adjustment pursuant to Paragraphs 18 and 19 of the Rider to the Lease and as set forth in Paragraphs 4.2 and 4.3 of Section 4.0.

Rent for a lesser period shall be prorated. Rent payments shall be made in accordance with Paragraph 23 of the General Clauses.

5. To replace Paragraph No. 18 of the rider to lease LNY23574

18. For the purposes of the Real Estate tax adjustment, in accordance with Section 4.0, paragraph 4.2 of the lease, the Government will occupy 8.54% of the rentable area of the building. The Block and Lot number for this building are: Block 78, Lot 4.

6. To replace Paragraph No. 19 of the rider to Lease LNY23574

19. For the purposes of the Operating Cost Escalation, in accordance with Section 4.0, paragraph 4.3 of the Lease, the base cost of services shall be \$386,576.61 per annum or \$10.57 per rentable square feet or \$12.45 per ANSI/BOMA Office Area square feet.

INITIALS:  & 
LESSOR GOVERNMENT