

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT		SUPPLEMENTAL AGREEMENT NO. 2	DATE 8/23/12
ADDRESS OF PREMISES 325 West Side Ave., Jersey City, NJ 07305		TO LEASE NO. GS-02B-23754	
<p>THIS AGREEMENT, made and entered into this date by and between 123 William Street LLC whose address is C/O AM Property Holding Corp II 352 7th Avenue New York, NY 10001</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, as previously amended, to (a) establish the date for start of rent; (b) pay the Lessor the overage in Tenant Improvements.</p> <p>NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective <u>June 29, 2012</u> as follows:</p> <p style="text-align: center;">See Attached</p> <p>All other terms and conditions of the Lease shall remain in force and in effect.</p> <p>IN WITNESS whereof the parties have hereunto set their names as of the above date.</p> <p>LESSOR: 123 [REDACTED]</p> <p>BY [REDACTED] Member (Title)</p> <p>IN PRESENCE [REDACTED] 512 7th AV 15th Floor NY NY 10013 (Address)</p> <p>UNited States of America ADMINISTRATION</p> <p>BY [REDACTED] Contracting Officer (Official Title)</p>			

Attachment to Supplemental Lease Agreement No.2 to GS-02B-23754

- 1) The term of the Lease, together with rental payments shall commence on June 29, 2012 and shall continue for a period of ten (10) years through and including June 28, 2022. The annual rental is established in Paragraph No.4 of Supplemental Lease Agreement (SLA) No.1 to GS-02B-23754

- 2) The Government shall pay the Lessor a one time lump-sum payment in the amount of \$996,312.49 (\$2,735,524.27 price of build-out (subtracted by) Tenant Improvement Allowance in SLA No.1 to GS-02B-23754 of \$1,739,211.78 = TI overage of \$996,312.49) which represents the overage in the Government's Tenant Improvement Allowance (TIA) as stated in SLA No.1 to GS-02B-23754. The Government shall reimburse the Lessor for the overage in Tenant Improvements within thirty (30) days, upon submittal and reasonable approval of a proper invoice. The invoice shall include the following:

-Invoice Date;
Name of Lessor as shown on the Lease;
Lease Contract No., building address, description, price and quantity of items delivered;
GSA PDN No. PS 0023910;
The Lessor will submit the invoice to : U.S. General Services Administration
Finance Division-7BCP, 819 Taylor Street,
Fort Worth, Texas 76102-0181.

- 3) The Lessor shall be required to maintain all items and repair all items furnished and installed as part of this Supplemental Lease Agreement in accordance with the provisions of the Lease and in the same manner as all other tenant improvements provided by the Lessor under this Lease.

- 4) Except as modified in this Agreement, all terms and conditions of the Lease shall remain in full force and in effect, and in the event that any of the terms and conditions of this Agreement conflict with any terms and conditions of the Lease or any previous Supplemental Lease Agreement(s), the terms and conditions of this Agreement shall control and govern.

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