

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-02B-23964
ADDRESS OF PREMISES Financial Square, 32 Old Slip New York, New York 10005	PDN Number: N/A

**THIS AMENDMENT** is made and entered into between

**OLD SLIP PROPERTY LLC, c/o Beacon Capital Partners**

whose address is: **200 State Street, 5<sup>th</sup> Floor  
Boston, MA 02109**

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

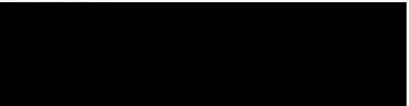
**WHEREAS**, the parties hereto desire to amend the above Lease to revise sections 5.16 DATA DISTRIBUTION and 5.17 ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE.


NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective March 12, 2013 as follows:


SEE ATTACHED PAGES

This Lease Amendment contains {3} 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: \_\_\_\_\_  
 Name: Philip J. Brannigan, Jr.  
 Title: Managing Director  
 Entity Name: OLD SLIP PROPERTY LLC  
 Date: 3/25/13

**FOR THE GOVERNMENT:**   
 Signature: \_\_\_\_\_  
 Name: Shirley D. Baker  
 Title: Lease Contracting Officer  
GSA, Public Buildings Service,  
 Date: \_\_\_\_\_

**WITNESSED FOR THE LESSOR BY:**   
 Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: Administrative Assistant  
 Date: 3/25/13

*PR RB*

1. SECTION 5.16 DATA DISTRIBUTION (AUG 2008) IS HEREBY DELETED IN ITS ENTIRETY AND THE FOLLOWING INSERTED IN ITS PLACE:

**"5.16 DATA DISTRIBUTION (AUG 2008)**

The Lessor shall be responsible for purchasing and installing of data cable as a part of TIs. The Lessor shall safely conceal data outlets and the associated wiring used to transmit data to workstations in floor ducts, walls, columns, or below access flooring. The Lessor shall provide as part of the TIs outlets, which shall include rings and pull strings to facilitate the installation of the data cable. When cable consists of multiple runs, the Lessor shall provide ladder type or other acceptable cable trays to prevent cable coming into contact with suspended ceilings or sprinkler piping. Cable trays shall form a loop around the perimeter of the Government-demised area such that they are within a 30-foot horizontal distance of any single drop."

THE INSTALLATION AND MAINTANANCE OF THIS WORK SHALL BE AT THE GOVERNMENT'S SOLE COST AND EXPENSE (SUBJECT TO THE USE OF THE TENANT IMPROVEMENT ALLOWANCE). IF THIS ADDITIONAL SCOPE OF WORK ADDS TO THE CONSTRUCTION TIME, THAT SHALL BE A GOVERNMENT-CAUSED DELAY.

2. SECTION 5.17 ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (AUG 2008) IS HEREBY DELETED IN ITS ENTIRETY AND THE FOLLOWING INSERTED IN ITS PLACE:

**"5.17 ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (AUG 2008)**

A. The Lessor shall provide as part of the TIs separate data, telephone, and electric junction boxes for the base feed connections to Government provided modular or systems furniture, when such feeds are supplied via wall outlets or floor penetrations. When overhead feeds are used, junction boxes shall be installed for electrical connections. Raceways shall be provided throughout the furniture panels to distribute the electrical, telephone, and data cable. The Lessor shall provide all electrical service wiring and connections to the furniture at designated junction points. Each electrical junction shall contain an 8-wire feed consisting of 3 general purpose 120-V circuits with 1 neutral and 1 ground wire, and a 120-V isolated ground circuit with 1 neutral and 1 isolated ground wire. A 20-ampere circuit shall have no more than 8 general purpose receptacles or 4 isolated ground "computer" receptacles.

B. The Lessor shall be responsible for purchasing data and telecommunications cable. Said cable shall be installed and connected to systems furniture by the Lessor/contractor with the assistance and/or advice of the Government or furniture vendor. The Lessor shall provide wall mounted data and telephone junction boxes, which shall include rings and pull strings to facilitate the installation of the data and telecommunications cable. When cable consists of multiple runs, the Lessor shall provide ladder-type or other acceptable cable trays to prevent said cable coming into contact with suspended ceilings or sprinkler piping. Cable trays shall form a loop around the perimeter of the Government-demised area such that they are within a 30-foot horizontal distance of any single drop. Said cable trays shall provide access to both telecommunications data closets and telephone closets.

C. The Lessor shall furnish and install suitably sized junction boxes near the "feeding points" of the furniture panels. All "feeding points" shall be shown on Government approved design intent drawings. The Lessor shall temporarily cap off the wiring in the junction boxes until the furniture is installed. The Lessor shall make all connections in the power panel and shall keep the circuit breakers off. The Lessor shall identify each circuit with the breaker number and shall identify the computer hardware to be connected to it. The Lessor shall identify each breaker at the panel and identify the devices that it serves.

D. The Lessor's electrical contractor must connect power poles or base feeds in the junction boxes to the furniture electrical system and test all pre-wired receptacles in the systems furniture. Lessor contractors will be installing the data cable in the furniture panels for the terminal and printer locations, installing the connectors on the terminal/printer ends of the cable, and continuity testing each cable. Work shall be coordinated and performed in conjunction with the furniture, telephone, and data cable installers. Much of this work may occur over a weekend on a schedule that requires flexibility and on-call visits. The Lessor must coordinate the application of Certification of Occupancy with furniture installation."

THE INSTALLATION AND MAINTANANCE OF THIS WORK SHALL BE AT THE GOVERNMENT'S SOLE COST AND EXPENSE (SUBJECT TO THE USE OF THE TENANT IMPROVEMENT ALLOWANCE). IF THIS

INITIALS: FB & DWS  
LESSOR & GOVT

ADDITIONAL SCOPE OF WORK ADDS TO THE CONSTRUCTION TIME, THAT SHALL BE A GOVERNMENT-CAUSED DELAY.

3. THE LESSOR SHALL NOT BE RESPONSIBLE FOR ANY FAILURE OF PRE-WIRED RECEPTACLES IN THE SYSTEMS FURNITURE, NOR ANY DELAY ARISING FROM THIS IN COMPLETION OF CONSTRUCTION. DELAYS IN COMPLETION OF CONSTRUCTION DUE TO THE GOVERNMENT'S DELAY IN PROVIDING EQUIPMENT SPECIFICATIONS SHALL BE GOVERNMENT-CAUSED DELAY.
4. EXCEPT AS MODIFIED IN THIS AGREEMENT, ALL TERMS AND CONDITIONS OF THE LEASE SHALL REMAIN IN FULL FORCE AND 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 AGREEMENTS, THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL CONTROL AND GOVERN.
5. ALL CAPITALIZED TERMS REFERRED TO HEREIN AND NOT OTHERWISE DEFINED SHALL HAVE THE MEANING ATTRIBUTED TO SUCH TERM IN THE LEASE.

INITIALS: PS & PS  
LESSOR GOVT