

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 3
	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, 5th 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.

WHEREAS, the official tenant improvements ("TI") Notice to Proceed ("NTP"), dated July 11, 2013, was issued for up to \$1,914,985.26 in the TI Costs and for up to \$28,000.00 in the Building Specific Security (BSS) costs.

WHEREAS, the parties hereto desire to establish the annual rent and the amount of actual TI and Building Specific Security costs including all change orders.

WHEREAS, the parties hereby agree that the Premises was substantially complete, effective October 7, 2013 (the "Lease Commencement Date") and hereby wish to establish the commencement and termination dates of this Lease.

WHEREAS, the parties hereto agree to an adjustment of the credit entitled to the Government (the "Commission Credit") with respect to the actual tenant improvement and building specific security costs.

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 upon Government execution 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: _____
 Title: _____
 Entity Name: _____
 Date: _____

FOR THE GOVERNMENT:

Signature: _____
 Name: Emily Detsel
 Title: Lease Contracting Officer
 GSA, Public Buildings Service
 Date: 2/5/2014

WITNESSED FOR THE LESSOR BY:

Signature: _____
 Name: _____
 Title: ADMIN. ASST.
 Date: 1-28-14

FIRST MONTH'S RENTAL PAYMENT \$187,619.75 MINUS PRORATED COMMISSION CREDIT OF [REDACTED] EQUALS [REDACTED] ADJUSTED FIRST MONTH'S RENT,

SECOND MONTH'S RENTAL PAYMENT \$187,619.75 MINUS PRORATED COMMISSION CREDIT OF [REDACTED] EQUALS [REDACTED] ADJUSTED SECOND MONTH'S RENT,

- E. IN ACCORDANCE WITH PARAGRAPH 14 OF EXHIBIT C (RIDER TO LEASE) OF THE LEASE, THE GOVERNMENT SHALL PAY SEPARATELY FOR THE COSTS OF CONDENSER WATER USAGE TO THE CONDENSER OF HVAC EQUIPMENT IN EXCESS OF THREE (3) TONS OF CONNECTED CAPACITY PER ANNUM UPON SUBMISSION OF AN INVOICE DEMONSTRATING EVIDENCE OF SUCH CONNECTION IN ACCORDANCE WITH PARAGRAPHS 19 AND 21 OF THE GENERAL CLAUSES. AS PER ATTACHED EXHIBIT I, THE LESSOR AND THE GOVERNMENT MUTUALLY AGREE THAT SUPPLEMENTAL AIR CONDITIONING EQUIPMENT INSTALLED IN THE LEASED PREMISES IS RATED AT EIGHTEEN (18) TONS IN AGGREGATE. THE SUPPLEMENTAL CONDENSER WATER USAGE RATE SHALL BE \$500.00 PER TON, PER YEAR (OR PORTION THEREOF) FOR YEARS 1-5 OF THE LEASE TERM AND \$600.00 PER TON, PER YEAR (OR PORTION THEREOF) FOR YEARS 6 - 10, AND SHALL BE SUBJECT TO LESSOR'S REASONABLE DETERMINATION OF WATER AVAILABILITY.
- F. 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
- G. ALL CAPITALIZED TERMS REFERRED TO HEREIN AND NOT OTHERWISE DEFINED SHALL HAVE THE MEANING ATTRIBUTED TO SUCH TERM IN THE LEASE.

INITIALS:  & 
LESSOR GOVT