



Lease Amendment
Number 001

Lease Number: GS-02B-23983 **Date:** 10/23/12

ADDRESS OF PREMISES 2 Grand Central Tower
140 East 45th St.
New York, NY 10017

THIS AGREEMENT, made and entered into this date by and between: **NRCF 2 GC LLC c/o Rockwood Capital**

whose address is: **10 Bank St., Suite 1190**
White Plains, NY 10606

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

WHEREAS, the parties hereto desire to amend the above Lease.

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

Paragraphs 1.03 C, 1.06, and 4.01 H are hereby deleted in their entirety and the following substituted therefore.

1.03 C. Rent is subject to adjustment if the Government exceeds the Tenant Improvement Allowance per paragraph 1.06. The adjusted amount shall be based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

1.06 TENANT IMPROVEMENT ALLOWANCE (AUG 2011)

The Tenant Improvement Allowance (TIA) for purposes of this Lease is **\$63,099** per ABOA SF. The TIA is the amount that the Lessor shall make available for the Government to be used for the TIs. This amount is being provided at no cost to the Government by the Lessor. The Lessor is not responsible for funding improvements that exceed the TIA that the Lessor is providing at no cost. Should the Government exceed this amount then Paragraph 1.07 C shall be referenced for the overage amount.

4.01 H. Construction of TIs and completion of other required construction work: The Lessor shall complete all work required to prepare the Premises as required in this Lease ready for use not later than 50 working days following issuance of NTP and approved permitting from the city. If an NTP is issued prior to approved permitting from the city then the 50 working days shall not commence until permitting has been completed.

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.
NRCF 2 GC LLC c/o Rockwood Capital

By _____

Managing Member
(Title)

10 Bank Street, 11th Floor, White Plains, NY
(Address) 10606

United States Public Buildings Service.

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