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|---|------------------------------|
| <b>GENERAL SERVICES ADMINISTRATION<br/>PUBLIC BUILDINGS SERVICE</b><br><br><b>LEASE AMENDMENT</b> | LEASE AMENDMENT No. 2        |
|   | TO LEASE NO. GS-02P-LNY24056 |
| ADDRESS OF PREMISES<br>17-19 West 34 <sup>th</sup> Street, Suite 400, New York NY 10001           | PDN Number: n/a              |

**THIS AMENDMENT** is made and entered into between **17-19 West 34th Street realty Co., LLC**

whose address is: 19 West 34<sup>th</sup> Street, Suite 918, New York NY 10001

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

**WHEREAS** the parties hereto desire to establish the annual rent and the amount of anticipated tenant improvements ("TI") and actual Building Specific Amortized Capital (BSAC) costs.

**WHEREAS**, the parties hereto desire to establish the commencement and termination dates of this Lease.

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 execution by the Government, as follows:

THIS AREA INTENTIONALLY LEFT BLANK.

This Lease Amendment contains 2 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

[Redacted Signature]

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Entity Name: 17-19 West 34<sup>th</sup> Street realty Co., LLC  
Date: \_\_\_\_\_

FOR THE GOVERNMENT

[Redacted Signature]

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Lease Contracting Officer  
GSA, Public Buildings Service,  
Date: 4/30/2014

WITNESSED FOR THE LESSOR BY:

[Redacted Signature]

Signature: \_\_\_\_\_  
Name: Marianne Satter  
Title: Property Mgr.  
Date: 4-25-14

- A. The government determined that BSAC costs for the [REDACTED] protection pursuant to the attached Exhibit 'H' in the amount of \$4,572.00 are fair and reasonable and shall be amortized over the firm term pursuant to paragraph 1.03 RENT AND OTHER CONSIDERATION (SEP 2012) of the Lease.
- B. Pursuant to paragraph 1.07 TENANT IMPROVEMENT RENTAL ADJUSTMENT (AUG 2011), the Government, at its sole discretion, shall make all decisions as to the use of the Tenant Improvement Allowance (TIA) anticipated not to exceed \$97,515.00. The Government may use all or part of the TIA. **The Government shall be entitled to a rent credit in the amount of any unused portion of TIA upon completion of tenant improvements.**
- C. The term of the Lease for the premises, together with the rental payments, is hereby established to commence on **April 30, 2014** and shall continue for a period of 120 months subject to termination rights as set forth in the Lease.
- D. The Government shall pay the Lessor rent in arrears for years 1-10 as per the schedule below:

| YEARS 1-5 (MONTHS 1-60)<br>(APRIL 30, 2014 – APRIL 29, 2019) | \$/RSF         | \$/YEAR             | \$/MONTH           |
|--|----------------|---------------------|--------------------|
| SHELL RENT   | \$37.55        | \$402,836.40        | \$33,569.70        |
| AMORTIZED TENANT IMPROVEMENT COST                            | \$1.82         | \$19,503.00         | \$1,625.25         |
| BUILDING SPECIFIC SECURITY COST                              | \$0.09         | \$ 914.40           | \$76.20            |
| OPERATING COSTS (AS ADJUSTED)                                | \$10.45        | \$112,107.60        | \$9,342.30         |
| <b>TOTAL ANNUAL RENT</b>                                     | <b>\$49.91</b> | <b>\$535,361.40</b> | <b>\$44,613.45</b> |

| YEARS 6-10 (MONTHS 61-120)<br>(APRIL 30, 2019 – APRIL 29, 2024) | \$/RSF         | \$/YEAR             | \$/MONTH           |
|---|----------------|---------------------|--------------------|
| SHELL RENT  | \$44.08        | \$472,890.24        | \$39,407.52        |
| AMORTIZED TENANT IMPROVEMENT COST                               | \$0.00         | \$0.00              | \$0.00             |
| BUILDING SPECIFIC SECURITY COST                                 | \$0.00         | \$0.00              | \$0.00             |
| OPERATING COSTS (AS ADJUSTED)                                   | \$10.45        | \$112,107.60        | \$9,342.30         |
| <b>TOTAL ANNUAL RENT</b>  | <b>\$54.53</b> | <b>\$584,997.84</b> | <b>\$48,749.82</b> |

- E. Except as modified in this amendment, 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 amendment conflict with any terms and conditions of the Lease or any previous lease amendments, the terms and conditions of this amendment shall control and govern.
- F. All capitalized terms referred to herein and not otherwise defined shall have the meaning attributed to such term in the Lease.

INITIALS:  &   
 LESSOR & GOVT