

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-02B-23984
LEASE AMENDMENT	
ADDRESS OF PREMISES	PDN Number:

THIS AMENDMENT is made and entered into between

whose address is:

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 (i) adjust the firm term rental rate in Paragraph 1.03 of the Lease, and (ii) adjust the Tenant Improvement Allowance (TIA) in Paragraph 1.06 of the Lease, and (iii) issue a Notice to Proceed for the construction of the Government's Tenant Improvements.

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 as follows:

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:

[Redacted Signature]  
 [Redacted Name]  
 MANAGING PARTNER  
 FIFTH FLOOR, LLC  
 7/2/2014

FOR THE GOVERNMENT:

Signature:

Name:

Title:

GSA, Public Buildings Service

Date:

[Redacted Signature]  
 [Redacted Name]  
 Lease Contracting Officer  
 7/3/2014

WITNESSED FOR THE LESSOR BY:

Signature:

Name:

Title:

Date:

[Redacted Signature]  
 [Redacted Name]  
 AGENT  
 7/2/2014

Attachment to Lease Amendment (LA) No. 1 to GS-02B-23984

- 1) The Firm Term rental rate in Sub Paragraph "A" of Paragraph 1.03 "RENT AND OTHER CONSIDERATIONS (AUG 2011)", of the Lease (LNY23984), will be replaced in its entirety with the following:

**FIRM TERM**

The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

**Shell Rate:** Annual Rent is \$147,230.81 at an Annual Rate of \$8.27/RSF;

**Tenant Improvement Allowance (i):** Annual Rent is \$243,158.38 at an Annual Rate of \$13.658281/RSF (iii);

**Operating Costs:** Annual Rent is \$81,893.80 at an Annual Rate of \$4.60/RSF;

**Total Annual Rent:** \$472,282.99 at an Annual Rate of \$26.528281/RSF

\*note: (i) The Tenant Improvement Allowance is amortized at a rate of 8 percent per annum over 5 years; (iii) Rates may be rounded.\*

All other terms and conditions of Paragraph 1.03 "RENT AND OTHER CONSIDERATIONS (AUG 2011)" of this Lease (LNY23984) shall remain in full force and in effect.

- 2) Paragraph 1.06 "TENANT IMPROVEMENT ALLOWANCE (AUG 2011)" of the Lease (LNY23984), will be replaced in its entirety with the following: "The Tenant Improvement Allowance (TIA) for purposes of this Lease is \$62,943,200 per ABOA SF. The TIA is the amount that the Lessor shall make available for the Government to be used for the TI's. This amount is amortized in the rent over the firm term of this Lease at an annual interest rate of 8 percent."
- 3) This Lease Amendment will serve as the Government's official Notice to Proceed for the construction of the Government's Tenant Improvements as outlined in the enclosed Tenant Improvement Cost Breakdown, attached hereto as Exhibit "A", and in accordance with specifications as set forth in the Lease (LNY23984) and the final Construction Drawings dated as follows: Drawing List: T101, T103, Dated 8/30/2013; P101, M001, M101, M102, M201, M202, M300, M500, M600, E001, E101, E201, E301, E401, Dated 1/22/2014. The Notice to Proceed will be official upon execution of Lease Amendment No. 1 to GS-02B-23984, by both the Lessor and the Government.

The total cost of the Tenant Improvements associated with the construction of the Government's leased space is \$1,034,902.31. This amount is \$35,553.12 more than

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the total tenant improvement allowance set forth in Paragraph 1.06 of the Lease (LNY23984). Upon completion of the tenant improvements and prior to rent commencement, the rent shall be adjusted to reflect the actual cost of tenant improvements in accordance with Paragraph 1.07 of the Lease (LNY23984) via Lease Amendment.

- 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 (LNY23984) or any previous Lease agreements, the terms and conditions of this agreement shall control and govern.

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