

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE  SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 01 TO LEASE NO. GS-02B-23738	DATE 3-3-2011
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ADDRESS OF PREMISES: Two Greenway Plaza, 145 Pinelawn Road, Melville, New York 11747

**THIS AGREEMENT**, made and entered into this date by and between **Greenway Plaza Office Park 2, LLC**

whose address is 135 Pinelawn Road - Suite 140 North  
Melville, NY 11747-3198

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

**WHEREAS**, the parties hereto desire to amend the above Lease, (1) to establish the commencement date of the Lease, the square footage of the occupied space, the Tenant Improvement Allowance, the base cost of services, the percentage of Government occupancy, (2) to modify the final tenant improvement costs to include certain additional alterations and to establish the annual rental rate.

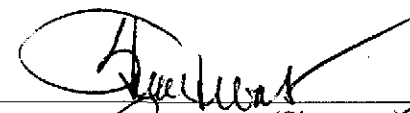
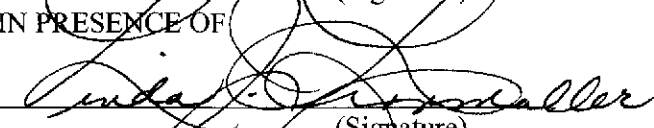
**NOW THEREFORE**, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended as follows:

**SEE ATTACHED**

**All other terms and conditions of the Lease shall remain in force and in effect.**

**IN WITNESS WHEREOF**, the parties subscribed their names as of the above date.

**LESSOR: Greenway Plaza Office Park 2, LLC**

BY  _____ (Signature)	<b>Managing Member</b> _____ (Title)
IN PRESENCE OF  _____ (Signature)	<b>135 Pinelawn Road, Melville, NY 11747</b> _____ (Address)

**UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION**

BY  _____ (Signature)	<b>Contracting Officer</b> _____ (Official Title)
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**GS-02B-23738**

- “The Lessor hereby leases to the Government the following described premises to be used for office and related purposes by the United States Government: Five thousand eight hundred seventy one (5,871) rentable square feet of office space consisting of four thousand six hundred eighty three (4,683) ANSI/BOMA Office Area square feet located on the 3rd floor of the three-story building known and designated as Two Greenway Plaza, 145 Pinelawn Road, Melville, New York 11747 in accordance with the floor plan labeled Exhibit “B” attached hereto and made a part hereof.”

- “The Lessor agrees to contribute a Tenant Improvement (TI) Allowance of \$177,371.43 towards the cost of TI. Such contribution has been included as part of the rental consideration set forth in Paragraph No. 13 below. The Lessor’s contribution toward the TI cost will be amortized over the initial 5-year firm term of the lease compounded at an interest rate of 7.00% per annum (\$7.178675 per rentable square foot per annum). If the TI cost exceeds \$177,371.43 then the Government shall have the option to either (i) pay the Lessor the difference between \$177,371.43 and the total TI cost in a one-time lump sum payment upon Substantial Completion of the TI, acceptance thereof by the Government, and submission of a proper invoice by the Lessor, or (ii) have the right to amortize the difference into the rent in the same manner as set forth above or (iii) reduce the TI requirements. In the event the TI cost is less than \$177,371.43, only the actual TI cost shall be amortized into the annual rent in the same manner as set forth above and the rental rate set forth in Paragraph No. 5 below shall be reduced accordingly. Such additional payment or rental reduction, if applicable, will be more specifically set forth in a Supplemental Lease Agreement.”

- "In accordance with Paragraph 2.3 of this lease, the annual rental is subject to operating cost escalations on 4,683 ANSI/BOMA Office Area square feet (5,871 rentable square feet). The base cost of services is \$15.03 per ANSI/BOMA Office Area square foot (\$11.99 per rentable square foot) or \$70,385.49 per annum."

- “For the purposes of tax adjustments in accordance with Paragraph 2.2 of this Lease, the Government’s percentage of occupancy is 5.80% of the building.”

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to build the leased premises, including, but not limited to, all architectural and engineering fees, permit and expediter fees, labor, materials, overhead and profit.

In accordance with Paragraph 3 above the Government shall pay the Lessor \$45,666.47 (the difference between \$177,371.43 and the total TI cost of \$223,037.90) in a one-time lump sum payment. The Lessor will submit an itemized invoice coinciding with the sum annotated above which shall be printed on the same letterhead as the payee named in this Lease, referencing PDN# PS0019386 and be sent to:

*General Services Administration  
Finance Division  
819 Taylor Street  
Forth Worth, Texas 76102-0181*

or submitted via the internet at <https://www.finance.gsa.gov>.

The Lessor will also submit a copy of the invoice simultaneously to the GSA Contracting Officer upon execution of this Supplemental Lease Agreement.

In accordance with Paragraph 3 above the tenant improvement cost of \$177,371.43 will be amortized over five (5) years at an interest rate of 7.00% and the annual rental shall adjust for the remainder of the term of the Lease. The portion of the annual rental amount amortized pursuant to this calculation is \$42,146.00 per annum.

The Lessor and the Government mutually agree that for years 1-5 the Government shall pay the Lessor a total of \$258,439.15 per annum at a rate of \$21,536.60 per month in arrears and subject to operating cost escalation adjustments. The annual rental rate has been calculated by adding the following (shell rent of \$145,907.66/year (\$31.16 ANSI/BOMA Office Area square foot) plus operating rent of \$70,385.49/year plus TI rent of \$42,146.00/year).

For years 6-10 the Government shall pay the Lessor a total of \$238,192.54 per annum at a rate of \$19,849.38 per month in arrears and subject to operating cost escalation adjustments. The annual rental rate has been calculated by adding the following (shell rent of \$167,807.05/year (\$35.83 per ANSI/BOMA Office Area square foot ) plus operating rent of \$70,385.49/year).

7. 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.