

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICES</b>  <b>SUPPLEMENTAL LEASE AGREEMENT</b>	<b>SUPPLEMENTAL AGREEMENT No. 3</b>	<b>DATE</b> 7/3/12
	<b>TO LEASE NO. GS-02B-23746</b>	

ADDRESS OF PREMISE 999 Stewart Avenue, Bethpage, NY 11714

THIS AGREEMENT, made and entered into this date by and between Stewart CW NF LLC, as Agent for Stewart CW NF LLC, Stewart J.E.S. NF LLC, Stewart NW NF LLC, and Stewart SK NF LLC, as tenants in common (collectively, the "Landlord's Group")

whose address is 111 Great Neck Road  
Great Neck, NY 11021-5402

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 establish the commencement and termination dates of this Lease; establish the annual rent and the amount of tenant improvement costs; set forth the punch list set of items to be corrected by the Lessor and restate the Commission Paragraph

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective May 1, 2012, as follows:

**See Attached**

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.

LESSOR: Stewart CW NF LLC, as Agent for Landlord's Group

[Redacted Signature]

Manager  
(Title)

IN THE PRESENCE OF

[Redacted Signature]  
(Signature)

111 Great Neck Road, suite 408  
Great Neck, NY 11021  
(Address)

UNITED STATES OF AMERICA

[Redacted Signature]

Contracting Officer  
(Official Title)

Initials: GAR Lessor      DK Government

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1. TO HAVE AND TO HOLD the said Premises with their appurtenances for the term beginning on May 1, 2012 through April 30, 2022, subject to termination and renewal rights as may be hereinafter set forth.
2. The Government shall pay the Lessor Full Service Rent in arrears for years 1-10 as per the schedule below.

<b>Years 1-5</b>			
<b>(May 1, 2012 – April 30, 2017)</b>	<b>\$/RSF</b>	<b>\$/Year</b>	<b>\$/Month</b>
Shell	\$14.39	\$828,720.24	\$69,060.02
TI Allowance	\$8.01	\$461,507.19	\$38,458.93
Security Costs	\$0.14	\$8,029.45	\$669.12
Operating Expense (as adjusted)	\$7.26	\$418,103.47	\$34,841.96
<b>Full Service Rent</b>	<b>\$29.80</b>	<b>\$1,716,360.35</b>	<b>\$143,030.03</b>

  

<b>Years 6-10</b>			
<b>May 1, 2017 – April 30, 2022)</b>	<b>\$/RSF</b>	<b>\$/Year</b>	<b>\$/Month</b>
Shell	\$14.39	\$828,720.24	\$69,060.02
TI Allowance	\$0.00	\$0.00	\$0.00
Security Costs	\$0.00	\$0.00	\$0.00
Operating Expense (as adjusted)	\$7.26	\$418,103.47	\$34,841.96
<b>Full Service Rent</b>	<b>\$21.65</b>	<b>\$1,246,823.71</b>	<b>\$103,901.98</b>

Rent for a lesser period shall be prorated. Rent checks shall be payable to:

CW Manager, LLC  
111 Great Neck Road  
Great Neck, NY 11021-5402

3. The Government may terminate this Lease, in whole or in parts, at any time after April 30, 2017 by giving one hundred and twenty (120) days prior notice in writing to the Lessor. No rent shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.
4. The Lessor and the Government mutually agree that as of the date hereof, the actual cost of the total tenant improvements (TI) is \$2,817,293.61 which includes a net amount of \$77,005.61 for approved change order items 3, 4, 7 and 10 as listed below. This cost includes all tenant improvement costs 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 1.5 TENANT IMPROVEMENT RENTAL ADJUSTMENT (AUG 2008) of the Lease and Paragraph 6 of the Supplemental Lease Agreement # 2 the Government shall pay the Lessor \$920,559.31 (the difference between \$1,896,734.30 and the total approved TI cost of \$2,817,293.61 ) in a one-time lump sum payment. The proposals for the approved change orders 3, 4, 7, and 10 are hereby attached and made a part of this Lease. It is noted that Change Orders 1, 2, 5, 6, and 8 are void. The approved change orders are as follows:

<b>Change Order #</b>	<b>Description</b>	<b>Amount</b>
3	Credit for ceiling tiles	\$77,005.61
4	HVAC water lines	
7	Carpet change – upgrade to carpet tile	
10	Sprinkler pipe relocation	
<b>TOTAL COST</b>		<b>\$77,005.61</b>

Initials: GAR      DS  
Lessor                      Government

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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.

Initials:

GAJ  
Lessor

DB  
Government