

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICES  SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 4	DATE 1/17/2013
	TO LEASE NO. GS-02B-23746	

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 provide approvals for Change Orders 9 and 14, provide lump sum compensation for government-caused delays, and approve lump sum compensation for certain demising costs.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective November 19, 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

BY \_\_\_\_\_

IN TH \_\_\_\_\_

Manager  
(Title)

111 Great Neck Rd., Ste. 408  
Great Neck, NY 11021  
(Address)

UNITED STATES OF AMERICA

\_\_\_\_\_  
(Signature)

Contracting Officer  
(Official Title)

Initials: BAK OKS

Lessor Government

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1. The Lessor and the Government mutually agree that as of the date hereof, the actual cost of the total tenant improvements (TI) is \$2,897,605.11 which includes a net amount of \$80,311.50 for approved change order items 9 and 14 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 \$1,000,870.81 (the difference between \$1,896,734.30 and the total approved TI cost of \$2,897,605.11) of which \$920,559.31 was collected by Lessor on August 29, 2012 pursuant to Lease Agreement #3, and of which remaining \$80,311.50 is to be paid pursuant to this Lease Agreement # 4. The proposals for the approved change orders 9 and 14 are hereby attached and made a part of this Lease. It is noted that Change Orders 11, 12, and 13 are void. The approved change orders are as follows:

Change Order #	Description	Amount
9	General Conditions for work during December 2011 and remobilization and general conditions costs for restarting work in March 2012.	[REDACTED]
14	Electrical work in rooms 122 and 110 and 153	[REDACTED]
<b>TOTAL COST</b>		<b>\$80,311.50</b>

After inspection and acceptance of the work by the Government, a properly executed invoice shall be submitted at:

<http://www.finance.gsa.gov>

- OR -

a properly executed original invoice shall be forwarded to:

General Services Administration  
Greater Southwest Region (7BCP)  
P.O. Box 17181  
Fort Worth, TX 76102-0181

For an invoice to be considered proper, it must:

- ◆ Be received after the execution of this SLA,
- ◆ Reference the Pegasys Document Number (PDN) specified on this form (PS0021425),
- ◆ Include a unique, vendor-supplied, invoice number,
- ◆ Indicate the exact payment amount requested, and
- ◆ Specify the payee's name and address,
- ◆ Copy be sent to the Lease Contracting Officer.

Payment will be made pursuant to Clause 23 of the General Clauses, Prompt Payment after GSA's designated billing office receives a properly executed invoice or acceptance of the work by the Government, whichever is later.

2. The Government has determined that the demising costs incurred by the Lessor for \$43,900.00, as described below, are fair and reasonable. The demising costs were incurred by the Lessor to meet the original lease requirements. Pursuant to SLA 1, the Government reduced the lease square footage removing the 2<sup>nd</sup> floor space from the lease. The Lessor incurred additional costs to revert the 2<sup>nd</sup> floor back to its original open space to market the space for rent. The approved costs are hereby attached and made a part of this Lease.

The Government hereby approves a one-time lump sum payment in the amount of \$43,900.00 to the Lessor to compensate for expenses incurred by the Lessor in good faith to meet the Lease requirements.

Initials: CAK                      DB  
Lessor                                  Government

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Description	Amount
2 <sup>nd</sup> floor demolition to meet original lease requirement	
2 <sup>nd</sup> floor demising wall and patch acoustical ceilings to meet original lease requirement	
Removal of 2 <sup>nd</sup> floor wall and patching ceilings when 2 <sup>nd</sup> floor removed from lease per SLA 1	
<b>TOTAL COST</b>	<b>\$43,900.00</b>

3. The Government shall pay Shell rent from June 27, 2011 through April 30, 2012 as compensation to the Lessor for delays which precluded the Lease from commencing on June 27, 2011 based on Lease required timeframes noted in SFO Section 3.11.

Pursuant to SLA 1, Paragraph 3, Shell rent is \$14.39 per rentable square foot or \$828,720.24 per year or \$2,270.47 per day. The delay has been measured to be 308 calendar days. The Lessor shall receive a one-time lump sum payment in the amount of \$699,304.76 (\$2270.47 per day for 308 days) as compensation for schedule delays outside the control of the Lessor.

4. Therefore, lump sum amounts to be paid by the Government under this Supplemental Lease Agreement are for \$80,311.50, \$43,900.00, and \$699,304.76.
5. 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: GAK                      DB  
Lessor                                      Government