

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>SUPPLEMENTAL LEASE AGREEMENT</b>	SUPPLEMENTAL AGREEMENT NUMBER 1	DATE <i>May 16, 2012</i>
	TO LEASE NO. GS-02B-23867	

**ADDRESS OF PREMISES: 1180 Veterans Memorial Highway, Hauppauge, New York 11788-4459**

**THIS AGREEMENT, made and entered into this date by and between VMH REALTY, LLC and 1180 VETERANS, LLC, TENANTS IN COMMON whose address is: 14 Sturgis Road, Bronxville, NY 10708**

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

**WHEREAS**, the parties entered into that certain lease dated August 10, 2011 with respect to the premises consisting of 42,217 Rentable Square Feet yielding 38,008 ANSI/BOMA Office Area Square Feet (the "Premises") within 1180 Veterans Memorial Highway, Hauppauge, NY 10708 (the "Building") (collectively, the "Lease");

**WHEREAS**, the parties hereby acknowledge that the tenant improvements (the "TIs") and shell improvements are substantially complete pursuant to the Lease and the Government accepts the Premises for occupancy thereof;

**WHEREAS**, the parties hereby acknowledge that the U.S. Government Lease for Real Property GS-02B-22828 (the "Former Lease") shall terminate, effective April 19, 2012;

**WHEREAS**, the parties hereto acknowledge that the Government shall receive a rent credit applied over three months to capture the Commission Credit pursuant to the Lease;

**WHEREAS**, the parties hereto agree that certain punch list items represented as Exhibit "A" to this Supplemental Lease Agreement Number One ("SLA No. 1") shall be remediated within the time period set forth below.

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

(SEE ATTACHED PAGES)

(SIGNATURE PAGE FOLLOWS)

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

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

INITIALS:

LESSOR: *FWC* & GOV'T: *ALY*

LE

ETERANS, LLC, TENANTS IN COMMON



MANAGING MEMBER  
(Title)

IN PRESENCE OF

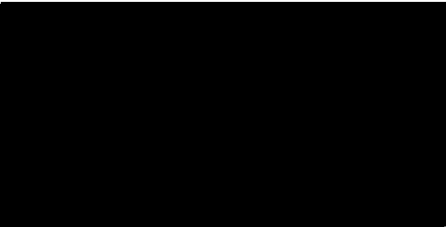
14 STURGIS ROAD  
BRONXVILLE, NY 10708

(Signature)

(Address)

UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION

BY



Contracting Officer  
(Official Title)

INITIALS:

LESSOR: FWC & GOV'T: ALY

**SUPPLEMENTAL LEASE AGREEMENT NUMBER ONE**  
**LEASE GS-02B-23867**

1. The Government hereby accepts the Premises as substantially complete and establishes the Commencement Date of the Lease to be April 20, 2012. The term of the Lease shall extend for a period of ten (10) years, expiring on April 19, 2022 at a total annual rent, payable monthly, in arrears, represented in Paragraph 3 of the Lease with the termination rights set forth below.
2. The Government may terminate this Lease at any time starting April 20, 2017 by providing Lessor with notice no less than sixty (60) calendar days pursuant to Paragraph 4 of the Lease.
3. The Lessor acknowledges and covenants that the Former Lease shall terminate on April 19, 2012 and no rental shall accrue after such date under the terms and conditions of the Former Lease.
4. The base year for the purposes of determining real estate tax adjustments pursuant to Paragraph 10 of the Lease and Section 4.2 of the same is hereby established to be the period covering the months December, 2012 through November, 2013.
5. In accordance with Section 2.1 of the Lease, *Broker Commission and Commission Credit*, CB Richard Ellis, Inc. ("CBRE") is the authorized real estate broker representing the Government in connection with this Lease transaction. The Lessor and CBRE have agreed to a cooperating Lease commission of [REDACTED]<sup>(a)(6)</sup> for years 1-3 and [REDACTED]<sup>(b)(6)</sup> for years 4-5 of the firm term value of this Lease ("Commission"). The total amount of the Commission is [REDACTED]. This Commission is earned upon Lease execution and payable (i) one-half (1/2) when the Lease is awarded and (ii) one-half (1/2) upon the earlier of tenant's occupancy of the Premises or the commencement date of the Lease. Due to the Commission Credit described in Paragraph 2.1, only [REDACTED] which is [REDACTED]<sup>(a)(6)</sup> of the Commission, will be payable to CBRE when the Lease is awarded. The remaining [REDACTED] which is [REDACTED]<sup>(a)(6)</sup> of the Commission ("Commission Credit"), shall be credited to the shell rental portion of the annual rental payments due and owing which shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured.
  - a. First month's rental payment of \$119,474.08 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted first month's rent).
  - b. Second month's rental payment of \$119,474.08 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted second month's rent).
  - c. Third month's rental payment of \$119,474.08 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted third month's rent).
6. Lessor covenants and agrees that the deficiencies represented within Exhibit "A" of this SLA No. 1 shall be corrected within ten (10) business days from the Commencement Date of this Lease.
7. All capitalized terms referred to herein and not otherwise defined shall have the meaning attributed to such term in the Lease.

INITIALS:

LESSOR: FWC & GOV'T: AKY