

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-02B-23919
ADDRESS OF PREMISES 155 PINELAWN ROAD MELVILLE, NEW YORK 11747-3132	PDN Number:

THIS AMENDMENT is made and entered into between
GREENWAY PLAZA OFFICE PARK-3, LLC
whose address is: 135 PINELAWN ROAD, SUITE 140 NORTH
MELVILLE, NEW YORK 11747-3132

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

WHEREAS, the parties hereto desire to amend the above Lease.

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 September 3, 2013 as follows:

A. Paragraph 1.09, **Percentage of Occupancy for Tax Adjustment, Establishment of Tax Base (SEPT 2011)**, is deleted in its entirety and replaced with the following:

PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT, ESTABLISHMENT OF TAX BASE (SEPT 2011)

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the Real Estate Tax Adjustment clause of this lease is **5.12** percent. The percentage of occupancy is derived by dividing the total Government space of 5,184 RSF by the total building space of **101,274** rentable square feet.

This Lease Amendment contains one (1) page.

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:

[Redacted Signature]

Signature: _____
Name: Stuart Walton
Title: Managing Member
Entity Name: Greenway Plaza Office Park-3, LLC
Date: September 10, 2013

FOR THE GOVERNMENT:

[Redacted Signature]

Signature: _____
Name: Charles V. [Redacted]
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 9/11/2013

WITNESSED FOR THE LESSOR BY:

[Redacted Signature]

Signature: _____
Name: _____
Title: Assistant to Stuart Walton
Date: September 10, 2013

LN 423174
previous
lease

- 13. The Lessor and the Lessee mutually agree that the premises consists of 5,184 rentable square feet of office space which is equivalent to 4,378 ANSI/BOMA usable square feet. At no additional cost, the Government shall occupy twenty (20) surface parking spaces adjacent to the leased building of which five (5) shall be reserved for the Government. The annual rental amount for the office space shall be \$207,649.00 per annum or \$40.06 per rentable square foot of office space, which includes \$48.55 per ANSI/BOMA usable square foot as a tenant improvement allowance as described in Section A, of this Lease (the TIA") to be amortized over the firm term of the lease at 8%.
- 14. After the firm term of the lease expires following the fifth year of the lease, the annual rental for the office space shall be reduced by \$7.30 per ANSI/BOMA usable square foot or \$31,959.40 per annum.
- 15. For the purposes of the Real Estate Tax Adjustment, in accordance with Section A, Paragraph 3.3 of the Lease, the Government will occupy 5.12% of the rentable area of the building. The Block and Lot number for this building is: Sec. 268, Blk 2, Lot 12.003.
- 16. For the purposes of the Operating Cost Escalation, in accordance with Section A, Paragraph 3.5 of the Lease, the base cost of services shall be \$36,159.00 or \$6.98 per rentable square foot.
- 17. For the purpose of the Adjustment for Vacant Premises, in accordance with Section A, Paragraph 3.12 of the Lease, the rent shall be reduced by \$0.84 per rentable square foot.
- 18. Pursuant to Section E, Paragraph 7.3 "Overtime Usage", heating and air conditioning (HVAC) are to be provided to the Government's leased premises during the normal hours of operation, 7:00 am to 6:00 pm, Monday through Friday, excluding Saturdays, Sundays, and Federal Holidays. The parties acknowledge that the building's normal hours of operation are daily 8:00 am to 6:00 pm, except Saturdays, Sundays, and Federal Holidays. Activation of the utilities from 7:00 am to 8:00 am will require activation of the overtime keypad. However, the Government will not be charged overtime for its usage from 7:00 am to 8:00 am. There is an additional charge of \$42.00/hour for the use of overtime utilities during the period of May 1 through October 31 and \$29.00/hour for the use of overtime utilities during the period of November 1 through April 30.
- 19. Pursuant to Section E, Paragraph 7.6 "Janitorial Service", cleaning services requiring access to the Government's leased space shall be accomplished during the Government's working hours of 8:00 a.m. to 3:00 p.m., Monday through Friday, in accordance with the specifications set forth in this Lease.

Lessor AW
Government RB