

<b>GENERAL SERVICES ADMINISTRATION</b> <b>PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 4  TO LEASE NO. GS-02P-LNY24145
ADDRESS OF PREMISES: 1111 Marcus Avenue Lake Success, NY 11042-1221	PDN Number: PS0035536

**THIS AMENDMENT** is made and entered into between: **Long Island Jewish Medical Center**

whose address is: 1111 Marcus Avenue  
Lake Success, NY 11042-0000

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

**WHEREAS**, the Government issued the Notice to Proceed for the Improvements by virtue of Lease Amendment Number 3, dated August 2, 2016;

**WHEREAS**, the Government issued certain change orders following the Notice to Proceed at a total cost of \$57,492.18 consisting of Tenant Improvement Change Orders and Building Specific Amortized Capital (BSAC) Change Orders (the "Change Orders");

**WHEREAS**, the Government wishes to remit payment for Tenant Improvement Change Orders as an additional lump sum payment amount of \$19,798.68 (the "Tenant Improvement Change Orders");

**WHEREAS**, the parties hereto desire to amortize the remainder of the Change Order costs as BSAC over the firm term of the Lease (the "BSAC Change Orders");

**WHEREAS**, the Lessor substantially completed, and the Government accepted, the Improvements and Tenant Improvement Change Orders for the Premises on June 16, 2017;


**WHEREAS**, Lessor shall complete the BSAC Change Orders within thirty (30) days of the execution date of this Lease Amendment;

This Lease Amendment contains 5 Pages


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.

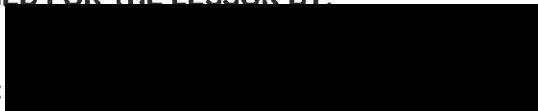
**FOR THE LESSOR:**

Signature:   
 Name: EUGENE HANGNEY  
 Title: SVP & CHIEF ADMIN OFFICER  
 Entity Name: \_\_\_\_\_  
 By: Long Island Jewish Medical Center  
 Date: 8/22/17

**FOR THE GOVERNMENT:**

Signature:   
 Name: Alfonso Yau  
 Title: Lease Contracting Officer  
GSA, Public Buildings Service, 2PRB  
 Date: 8/23/2017

**WITNESSED FOR THE LESSOR BY:**

Signature:   
 Name: JOSEPH J. LOMBARDO  
 Title: MAJOR, R.E. SERVICES  
 Date: 8/22/17

**WHEREAS**, the parties hereto desire to amend the above Lease to establish beneficial occupancy and adjust the full-service rent, adjust the commission credit and set the termination date;

**WHEREAS**, the Government hereby wishes to provide Lessor with revised payment instructions for the lump sum component for the Tenant Improvements established in Lease Amendment Number 3 and Tenant Improvement Change Orders;

**WHEREAS**, the Lease provides Government with liquidated damages associated with delivery delays by Lessor of the Premises in the amount of one-days' worth of rent for each day of delay;

**WHEREAS**, the Lease provides Lessor with 120 working days from the Government's issuance of the Notice to Proceed to substantially complete the Improvements for the Government acceptance;

**WHEREAS**, the Lessor did not complete the improvements by January 26, 2017, 120 working days from the Government's issuance of the Notice to Proceed;

**WHEREAS**, Substantial Completion of the Improvements was delayed for ninety-four (94) working days from January 26, 2017 through June 15, 2017;

**WHEREAS**, the Government wishes to capture the amount of liquidated damages established herein as an allowance to be made available by Lessor as a contribution for any claim against the Government arising from Lease GS-02B-23434, dated August 12, 2005, as amended (the "Former Lease"), as a consequence of Lessor delays

**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 Upon Government Execution, as follows:

The Lease Term paragraph on page one of the Lease is hereby deleted and replaced with the following:

**LEASE TERM**

To Have and To Hold the said Premises with its appurtenances for the term beginning upon **June 16, 2017** (the "Lease Commencement Date") thru **June 15, 2032** (the "Lease Expiration Date") as required by this Lease for a period of

**15 Years, 10 Years Firm,**

subject to termination and renewal rights as may be hereinafter set forth.

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	Months 1-60	Months 61-120	Months 121-180
	Annual Rent	Annual Rent	Annual Rent
Shell Rent <sup>1</sup>	\$698,749.94	\$809,912.90	\$938,797.46
Tenant Improvement Rent <sup>2</sup>	\$227,124.75	\$227,124.75	\$0.00
Operating Costs <sup>3</sup>	\$296,585.38	\$296,585.38	\$296,585.38
Building Specific Amortized Capital <sup>4</sup>	\$42,514.57	\$42,514.57	\$0.00
Parking <sup>5</sup>	\$0.00	\$0.00	\$0.00
<b>Total Annual Rent</b>	<b>\$1,264,974.64</b>	<b>\$1,376,137.60</b>	<b>\$1,235,382.84</b>

<sup>1</sup> Shell rent (Months 1-60) calculation: \$22.7546548 per RSF multiplied by 30,708 RSF

Shell rent (Months 61-120) calculation: \$26.3746548 per RSF multiplied by 30,708 RSF

Shell rent (Months 121-180) calculation: \$30.5717552 per RSF multiplied by 30,708 RSF

<sup>2</sup> The Tenant Improvement Allowance of \$1,704,825.90 is amortized at a rate of 6.0 percent per annum over 10 years. \*

<sup>3</sup> Operating Costs rent calculation: \$9.6582448 per RSF multiplied by 30,708 RSF

<sup>4</sup> Building Specific Amortized Capital (BSAC) of \$319,119.50 is amortized at a rate of 6.0 percent per annum over 10 years includes sum of \$281,426.00 BSAC authorized in Lease Amendment 3 and BSAC Change Orders in the amount of \$37,693.50

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<sup>5</sup> Parking costs described under sub-paragraph H below

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Premises. The maximum adjustment of rent shall not exceed 26,100 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

D. Rent is subject to adjustment based on the final Building Specific Amortized Capital (BSAC) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date. All BSAC Change Orders shall be completed by Lessor within 30 days of the execution date of this Lease Amendment.

E. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

F. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's System for Award Management (SAM) Registration. If the payee is different from the Lessor, both payee and Lessor must be registered in SAM.

G. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in the paragraph entitled "The Premises."
2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;
3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

H. Parking shall be provided at a rate of \$0.00 per parking space per month (Structure), and \$0.00 per parking space per month (Surface). Sixty-six (66) reserved surface parking provided at no additional cost whose locations are memorialized in Lease Amendment 1, dated October 7, 2015.

I. Section 1.04 of the Lease is hereby deleted and replaced with the following:

**1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)**

A. CBRE, Inc. (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is [REDACTED] and is earned upon Lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission will be payable to CBRE, Inc. with the remaining [REDACTED] which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing 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 in equal monthly installments over the shortest time practicable. In accordance with the commission agreement, [REDACTED] was paid at Lease Award to CBRE. The remaining balance due to CBRE is \$44,668.05

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 1 Rental Payment \$105,414.55 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.\*  
Month 2 Rental Payment \$105,414.55 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2<sup>nd</sup> Month's Rent.\*

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Month 3 Rental Payment \$105,414.55 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 3rd Month's Rent.\*  
Month 4 Rental Payment \$105,414.55 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 4th Month's Rent.\*  
Month 5 Rental Payment \$105,414.55 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 5th Month's Rent.\*  
Month 6 Rental Payment \$105,414.55 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 6th Month's Rent.\*  
Month 7 Rental Payment \$105,414.55 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 7th Month's Rent.\*  
Month 8 Rental Payment \$105,414.55 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 8th Month's Rent.\*  
Month 9 Rental Payment \$105,414.55 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 9th Month's Rent.\*  
Month 10 Rental Payment \$105,414.55 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 10th Month's Rent.\*

\*Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

J. Section 1.05 of the Lease is hereby deleted and replaced with the following:

#### 1.05 TERMINATION RIGHTS (AUG 2011)

The Government may terminate this Lease, in whole or in part, at any time effective after **June 15, 2027**, by providing not less than 60 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

K. Section 7.06 as amended by Lease Amendment Number 3, dated August 2, 2016, is hereby deleted and replaced with the following:

#### 7.06 LUMP SUM PAYMENT / INVOICING INSTRUCTIONS

The Government shall pay **\$1,436,208.03**, consisting of the sum of the Tenant Improvements authorized in Lease Amendment 3 and Tenant Improvement Change Orders, via one-time lump sum payment for all Tenant Improvements exceeding the Tenant Improvement allowance established in the Lease. Upon acceptance of work, Lessor shall submit an official original invoice along with a copy of this Lease Amendment to receive payment.

The original invoice and Lease Amendment should be sent electronically to ([www.finance.gsa.gov](http://www.finance.gsa.gov)) AND must be sent directly to the GSA Finance Office at the following address:

U.S. General Services Administration  
[REDACTED] and PBS Payment Division (7BCP)  
P.O. Box 17181  
Fort Worth, TX 76102-0181

A copy of the original invoice should be sent (electronic email acceptable) to the Contracting Officer at:

Alfonso Yau  
Lease Contracting Officer  
US General Services Administration  
Leasing Division (2PRM)  
1 World Trade Center  
New York, NY 10007

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[Signature]  
LESSOR

&

[Signature]  
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A proper invoice must include the following:

Invoice Date

Name of the Lessor as shown on the Lease

Lease contract number, building address and description, price, and quantity of the items delivered

GSA PDN# PS0035536

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.

GSA's payment due date will be thirty days after receipt of invoice or after the acceptance of goods or services, whichever of the two is later. The payment date is the date of the Treasury check. Submittal of an improper invoice may lengthen the thirty-day due date.

L. Pursuant to Section 4.14 of the Lease, the liquidated damages for ninety-four (94) working days shall be \$325,059.49. Notwithstanding anything to the contrary in the Lease, this amount shall be made available by Lessor for six (6) years from the Lease Commencement Date to Government as a contribution for any claim arising from delays by the Government from vacating the Former Lease's Premises. In the event of any claim filed by the lessor at the Former Lease against the Government, the Government shall notify Lessor of the intent to withhold the amount established in this Paragraph from the base rent and provide the claim documentation submitted by lessor or any duly appointed representative of the Former Lease. This Paragraph, and any right to liquidated damages, shall be voided after 6 years from the Lease Commencement Date.

**ALL OTHER TERMS AND CONDITIONS OF THE LEASE REMAIN IN FULL FORCE AND EFFECT.**

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