

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 3
LEASE AMENDMENT	TO LEASE NO. GS-02P-LNY24145
ADDRESS OF PREMISES: Marcus Avenue Unit One Nominee, LLC 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 parties hereto desire to amend the above Lease to issue Notice to Proceed for Tenant and BSAC Improvements (collectively, the "Improvements") based upon the Government approved Design Intent Drawings dated June 16, 2015 (the "DIDs"), Security DIDs, dated June 29, 2015 Construction Drawings, dated October 27, 2015, amended with the ABAAS Addendum, dated June 20, 2016 (the "CDs"), and provide lump sum payment instructions upon substantial completion of all Improvements by Lessor and acceptance of the same by Government.

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:

Paragraph 7.05 and Paragraph 7.06 are hereby added to the Lease.

7.05 NOTICE TO PROCEED WITH TENANT IMPROVEMENTS and BSAC IMPROVEMENTS


- A. This Lease Amendment memorializes the Government's Notice to Proceed for the Improvements in the total amount of **\$3,402,661.25**. The Government has reviewed the Lessor's TI Pricing in the total amount of **\$3,121,235.25** for Tenant Improvements and **\$281,426.00** for BSAC Improvements and determined it to be fair and reasonable. Said amount includes all TI and Security costs for labor, all materials, overhead, profit, applicable sales tax, permitting,

This Lease Amendment contains 3 pages, plus Exhibit 3A and 3B


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.

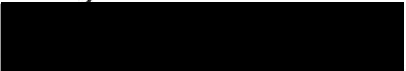
FOR THE LESSOR:

Signature: 
Name: EUGENE TARGNEY
Title: SVP & CHIEF ADMIN OFFICER
Entity Name: _____
By: Long Island Jewish Medical Center
Date: _____

FOR THE GOVERNMENT:

Signature: 
Name: Aaronso Yau
Title: Lease Contracting Officer
GSA, Public Buildings Service, 2PRB
Date: 8/2/2016

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: Joseph L. LORAN
Title: Legating Assoc.
Date: 08/01/16

Sub-slab Work Plan Costs¹, Lessor Project Management Fee², and A/E fees³, to complete the work based on the specifications set forth in the Lease, the Government approved Design Intent Drawings dated June 16, 2015, Security Design Intent Drawings, dated June 29, 2015, the CDs, and the Tenant Improvements Cost Summary (TICS) and BSAC TICS herein referenced, and attached, as Exhibit 3A and 3B.

- B. Of the Tenant Improvement amount, \$1,704,825.90 is the Tenant Improvement Allowance pursuant to the Lease and will be amortized over the term of the Lease upon Lease Commencement at an annual interest rate of 6.0%. The balance of \$1,416,409.35 shall be paid via lump sum per the invoicing instructions detailed in Paragraph 7.06. Lump sum will be paid upon completion of the work by the Lessor and inspection and acceptance of the space by the Government.
- C. Pursuant to Paragraphs 1.03 and 1.11 of the Lease, the BSAC cost utilized is \$281,426.00 based upon an allowance of \$652,500.00. Therefore, at beneficial occupancy of the lease, a subsequent lease amendment will be issued which will adjust the full service rent and amortize the BSAC cost utilized at a rate of 6.0% per annum over 10 years.

7.06 LUMP SUM PAYMENT / INVOICING INSTRUCTIONS

Upon completion, inspection, and acceptance of work, the Government shall pay \$1,416,409.35 via lump sum for all Tenant Improvements. Upon acceptance of work, Lessor shall submit an official original invoice to receive payment.

The original invoice should be sent electronically to (www.finance.gsa.gov) AND must be sent directly to the GSA Finance Office at the following address:

U.S. General Services Administration
FTS 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

A proper invoice must include the following:

1. Invoice Date
2. Name of the Lessor as shown on the Lease
3. Lessor DUNS
4. Lease contract number, building address and description, price, and quantity of the items delivered
5. GSA PDN Number located on the header of this Lease Amendment: **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.

¹ Sub-slab Work Plan Cost is \$14,500.00 pursuant to Exhibit 3A of this Lease Amendment Number 3

² Lessor Project Management Fee is 5% of \$2,834,509.76 TI Construction Costs pursuant to Paragraph 1.10 of the Lease

³ A&E Costs is \$130,500.00 pursuant to Paragraph 1.10 of the Lease

INITIALS:

LESSOR

&

GOVT

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

INITIALS:  & 
LESSOR GOVT