

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 1
	TO LEASE NO. LNY24161
ADDRESS OF PREMISES: Two Greenway Plaza 145 Pinelawn Road Melville, NY 11747-3198	PDN Number:

**THIS AMENDMENT** is made and entered into between: **Greenway Plaza Office Park-2, LLC**

whose address is: 145 Pinelawn Road, Melville, NY 11747-3198

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

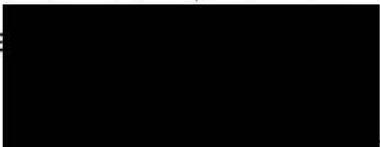
**WHEREAS**, the parties hereto desire to amend the above Lease, to, (a) establish the commencement of the Lease term and the rental payments; (b) to establish the total Tenant Improvements (TI) allowance, which includes change orders associated with the TI totaling \$2,627.64 as per Exhibit "A", attached hereto; (c) to establish the total Annual Rent; (d) to establish the Broker Commission Credit, and (e) to provide for the completion of the remaining punch-list items as per Exhibit "B", attached hereto, (f) to memorialize the monthly hours of free HVAC Overtime.

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

This Lease Amendment contains 6 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.

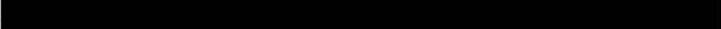
**FOR THE LESSOR:**

Signature:   
Name: Stuart Walton  
Title: Managing Member  
Entity Name: Greenway Plaza Office Park-2, LLC  
Date: 11/17/14

**FOR THE GOVERNMENT:**

Signature:   
Name:   
Title: Lease Contracting Officer  
GSA, Public Buildings Service,  
Date: \_\_\_\_\_

**WITNESSES:**

Signature:   
Name:   
Title:   
Date: 11/17/14

1. The term of the Lease, together with the rental payments, shall commence on October 16, 2014 and shall continue through October 15, 2024 subject to termination rights as set forth in the Lease.
2. In separate correspondence dated August 11, 2014, the Government had issued a Notice to Proceed for Tenant Improvements in the amount of \$139,174.83. Change orders were also completed in the amount of \$2,627.64 increasing the total cost of Tenant Improvements to **\$141,802.47**. Said amount includes all cost for labor, materials, fees, overhead, profit and any other costs required to complete the work including the change orders included in Exhibit A.

Paragraph 1.08 of GSA Form L201C is hereby deleted in its entirety and replaced below:

**1.08 TENANT IMPROVEMENT ALLOWANCE (AUG 2011)**

The Tenant Improvement Allowance (TIA) for purposes of this Lease is **\$60.76** per ABOA SF. The TIA is the amount that the Lessor shall make available for the Government to be used for TIs. This amount is amortized in the rent over the Firm Term of this Lease at an annual interest rate of **3** percent.

3. From Paragraph 1.03, Sub-paragraph A of the Lease, GSA Form L201C, is hereby deleted in its entirety and replaced below:

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

	FIRM TERM	NON FIRM TERM
	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$72,759.12	\$91,610.64
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$30,576.06	\$0.00
OPERATING COSTS <sup>3</sup>	\$ 29,568.48	\$ 29,568.48
BUILDING SPECIFIC AMORTIZED CAPITAL <sup>4</sup>	\$ 548.76	\$ 0.00
<b>TOTAL ANNUAL RENT</b>	<b>\$133,452.42</b>	<b>\$121,179.12</b>

<sup>1</sup>Shell rent (Firm Term) calculation: **\$22.54** per RSF multiplied by **3,228** RSF for years 1-5; and: **\$28.38** per RSF multiplied by **3,228** RSF for years 6-10

<sup>2</sup>The Tenant Improvement Allowance of **\$141,802.47** is amortized at a rate of **3** percent per annum over **5** years.

<sup>3</sup>Operating Costs rent calculation: **\$9.16** per RSF multiplied by **3,228** RSF

<sup>4</sup>Building Specific Amortized Capital (BSAC) of **\$2,525.53** are amortized at a rate of **3** percent per annum over **5** years

In instances where the Lessor amortizes either the TI or Building Specific Amortized Capital for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any costs, including unamortized costs beyond the Firm Term.

4. Paragraph 1.04 of the Lease, GSA Form L201C, is hereby deleted in its entirety and replaced below:

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

A. **Studley, 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 **Studley, 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.

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 **\$11,121.04** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1<sup>st</sup> Month's Rent.\*

Month 2 Rental Payment **\$11,121.04** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2<sup>nd</sup> Month's Rent.\*

Month 3 Rental Payment **\$11,121.04** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 3<sup>rd</sup> Month's Rent.\*

Month 4 Rental Payment **\$11,121.04** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 4<sup>th</sup> Month's Rent.\*

INITIALS: AW & LOM  
LESSOR & GOVT

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

5. The Lessor shall complete all outstanding punch-list items, as listed on Exhibit B, attached hereto, by November 10, 2014.
6. Per Paragraph 1.17 of the Lease, there will be no charge for the first 40 hours of overtime used per month (non-cumulative) to reflect the Government's hours of 6:00 a.m. to 6:00 p.m.
7. 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, the terms and conditions of this Agreement shall control and govern.

INITIALS: AW & DM  
LESSOR GOVT