

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. <b>2</b>
	TO LEASE NO. <b>GS-02B-23971</b>
ADDRESS OF PREMISES: 1055 Stewart Avenue, Bethpage, NY 11717-9802	PDN Number: <b>PS0031677</b>

**THIS AMENDMENT** is made and entered into between **1055 Stewart Avenue Realty, LLC**, whose address is:

**448 Oyster Bay Road, Matinecock, NY 11560**

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

**WHEREAS**, the Lessor and Government entered into that certain lease, dated October 23, 2013 for the Premises as amended by Lease Amendment Number 1, dated March 28, 2014 (collectively, "the Lease");

**WHEREAS**, the Government issued the Tenant Improvement Notice to Proceed on March 30, 2015; based upon Construction Documents, dated September 12, 2014 at a fixed price not to exceed **\$3,941,320.69**;

**WHEREAS**, the Government issued and Lessor performed Change Order Numbers 1 through 17 at a total cost of **\$190,134.60** (the "Change Orders");

**WHEREAS**, the Government hereby accepts the space as Substantially Complete, barring the outstanding list of punch-list items whose completion shall be subject to the terms provided hereto;

**WHEREAS**, the Government agrees to establish the Lease Commencement Date whereupon rent shall commence for the Premises;

**WHEREAS**, the Government agrees to provide a lump sum payment for the total cost of Tenant Improvements and Change Orders exceeding the Tenant Improvement Allowance of **\$2,249,479.36** set forth in the Lease (the "Excess TI Costs");

**WHEREAS**, the Lessor agrees to provide the Government a Commission Credit as a rent credit for a period of time established in the Lease and defined herein.

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 October 1, 2015, as follows:

This Lease Amendment contains 3 pages and Exhibit "A" to Lease Amendment No. 2 consisting of 19 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

FOR THE

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Partner  
Entity Name: 1055 Stewart Ave Realty LLC  
Date: 10/6/15

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**WITNESSED FOR THE LESSOR BY:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Partner  
Date: 10/6/15

1. All capitalized terms not otherwise defined herein shall have the meaning ascribed to same in the Lease.
2. The Government hereby accepts the Premises as substantially complete and hereby establishes the Lease Commencement Date to be October 1, 2015 whose term shall extend through September 30, 2030 with termination rights set forth in the Lease and the modified schedule of rent payments hereby established as follows:

	FIRM TERM (10 YEARS)		NON-FIRM TERM (5 YEARS)
	ANNUAL RENT: YEARS 1-5	ANNUAL RENT: YEARS 6-10	ANNUAL RENT: YEARS 11-15
SHELL RENT <sup>1</sup>	\$ 624,796.38	\$ 718,455.12	\$ 790,053.17
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$ 286,310.62	\$ 286,310.62	\$ 0.00
OPERATING COSTS <sup>3</sup>	\$ 356,643.00	\$ 356,643.00	\$ 356,643.00
<b>TOTAL ANNUAL RENT</b>	<b>\$1,267,750.00</b>	<b>\$1,361,408.74</b>	<b>\$1,146,696.17</b>

<sup>1</sup>Shell rent (Firm Term) calculation: \$15.21 per RSF multiplied by 41,078 RSF

<sup>2</sup>The Tenant Improvement Allowance of \$6.97 is amortized at a rate of 5.0 percent per annum over 10 years

<sup>3</sup>Operating Costs rent calculation: \$8.68 per RSF multiplied by 41,078 RSF

3. The parties agree to correct the deficiencies at the Premises outlined in Exhibit "A" to this Lease Amendment within 30 days from the Lease Commencement Date established in Paragraph 1 of this Lease Amendment. Failure to correct deficiencies within the time period established hereto shall result in a rent withhold equivalent to the cost for the Government to correct any outstanding deficiencies at the Premises.
4. The Government hereby authorizes **\$1,881,975.93**, the cost of the Excess TI Costs, to be remitted to Lessor via a one-time lump sum payment. Lessor agrees that the invoice for the Excess TI Costs shall be printed on the same letterhead as the payee named in this Lease and shall reference the PDN number **PS0031677** provided in the header of this Lease Amendment. The invoice shall be sent to:

General Services Administration  
Finance Division  
819 Taylor Street  
Fort Worth, Texas 76102-0181

or to be submitted electronically at [www.finance.gsa.gov](http://www.finance.gsa.gov). Lessor also agrees that a copy of the invoice shall be sent simultaneously to the GSA Contracting Officer.

5. Pursuant to Paragraph 2.09 of the Lease, the operating cost base subject to adjustments set forth therein shall be \$356,643.00 per annum or at a rate of \$8.68 per Rentable Square Foot based upon the Lease Commencement Date of October 1, 2015.
6. Pursuant to Paragraph 2.07 of the Lease, the real estate tax base year is hereby established to be the year beginning October 1, 2015 and ending on September 30, 2016 with the Government's percentage of occupancy set forth in the Lease.
7. Pursuant to Paragraph 1.04 of the Lease, Broker Commission and Commission Credit (JUN 2012), Total Contract Value (TCV) has been reduced in line with the modified schedule of rent payments and adjusted commission is as follows:

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

A. **Jones Lang LaSalle Americas, 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

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Lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission will be payable to Jones Lang LaSalle Americas, 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 \$105,645.83 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1<sup>st</sup> Month's Rent.

Month 2 Rental Payment \$105,645.83 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2<sup>nd</sup> Month's Rent.

Month 3 Rental Payment \$105,645.83 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 3<sup>rd</sup> Month's Rent.

Month 4 Rental Payment \$105,645.83 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 4<sup>th</sup> Month's Rent.

Month 5 Rental Payment \$105,645.83 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 5<sup>th</sup> Month's Rent.

Month 6 Rental Payment \$105,645.83 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 6<sup>th</sup> Month's Rent.

Month 7 Rental Payment \$105,645.83 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 7<sup>th</sup> Month's Rent.

Month 8 Rental Payment \$105,645.83 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 8<sup>th</sup> Month's Rent.

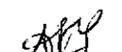
Month 9 Rental Payment \$105,645.83 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 9<sup>th</sup> Month's Rent."

8. Except as modified by this Lease Amendment, all other terms and conditions of the Lease shall remain in full force and effect, and in the event that any terms and conditions of this Lease Amendment conflict with any terms and conditions of the Lease or any previous Supplemental Lease Agreements, the terms and conditions of this Lease Amendment shall govern and control.

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