

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO. 01
TO LEASE NO. GS-02B-23746

DATE
3/3/2011

ADDRESS OF PREMISES: 999 Stewart Avenue
Bethpage, NY 11714

THIS AGREEMENT, made and entered into this date by and between **Stewart CW NF LLC**, as Agent for Stewart CW NF LLC, Stewart J.E.S. NF LLC, Stewart NW NF LLC and Stewart SK NF LLC, as tenants in common (collectively, the "Landlord's Group")

whose address is

111 Great Neck Road
Great Neck, NY 11021-5402

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

WHEREAS, the parties hereto desire to amend the above Lease, (1) to exercise the expansion option for square footage and to modify clauses affected thereby, (2) to modify the tenant improvement allowance, (3) to establish the annual rental rate and (4) to amend the Broker Commission and Commission Credit paragraph of the Lease.

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

SEE ATTACHED

All other terms and conditions of the Lease shall remain in force and in effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: Stewart CW NF LLC, as Agent for Landlord's Group

Manager

(Title)

111 Great Neck Rd., Suite 408
Great Neck, NY 11021

(Address)

IN PRESENCE OF: E. D. Katz

GENERAL SERVICES ADMINISTRATION

Contracting Officer

(Official Title)

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1. The Government hereby executes the expansion option per Paragraph 17 of the Lease to acquire an additional 5,911 rentable square feet or 5,139 ANSI/BOMA Office Area square feet. The additional space is located on the second floor of the building and is vertically contiguous with the space. From and after the date hereof, the terms "Premises," "demised premises," and "premises" shall each refer to that certain premises indicated on **Attachment (b.) and Attachment (c.)**, which are attached hereto and made a part hereof.
2. Upon execution of this Supplemental Lease Agreement, the space leased to the Government shall be 65,356 rentable square feet (RSF), yielding approximately 56,831 ANSI/BOMA Office Area square feet and related space at Sterling Corporate Center, 999 Stewart Avenue, Bethpage, NY 11714, together with approximately one hundred fifty (150) to two hundred (200) parking spaces for employees, fifty (50) parking spaces for visitors, and twenty (20) secured/caged parking spaces for Government vehicles to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.
3. The Government shall pay the Lessor annual shell rent of \$940,472.84 at the rate of \$78,372.74 per month in arrears for years 1-10.

Years 1-5	\$/RSF	\$/Year	\$/Month
Shell	\$14.39	\$940,472.84	\$78,372.74
TI Allowance	\$8.01	\$523,741.27	\$43,645.11
Security Costs	\$0.14	\$9,149.84	\$762.49
Operating Expense (as adjusted)	\$7.26	\$474,484.56	\$39,540.38
Full Service Rent	\$29.80	\$1,947,848.51	\$162,320.71
Years 6-10			
Shell	\$14.39	\$940,472.84	\$78,372.74
TI Allowance	\$0.00	\$0.00	\$0.00
Security Costs	\$0.00	\$0.00	\$0.00
Operating Expense (as adjusted)	\$7.26	\$474,484.56	\$39,540.38
Full Service Rent	\$21.65	\$1,414,957.40	\$117,913.12

Rent for a lesser period shall be prorated. Rent checks shall be payable to:

CW Manager LLC
 111 Great Neck Road
 Great Neck, NY 11021-5402

4. **TAX ADJUSTMENT:** Pursuant to Paragraph 2.2, "Tax Adjustment" for the purposes of tax escalation, the Government occupies 65,356 RSF or 34.29% of the building (65,356 RSF/190,600 RSF).
5. **COMMON AREA FACTOR:** Pursuant to Paragraph 2.1.C, "Common Area Factor", the CAF to be applied to the ANSI/BOMA Office Area Square Feet (USF) to determine rentable square feet is 1.15 (56,831 USF/65,356 RSF)

6. **REDUCTION OPTION:** The Government may terminate this Lease in part by returning up to 20% (13,071 RSF or 11,366 USF) of the space at any time by giving ninety (90) days prior written notice to the Lessor provided that the space is marketable. The Lessor and the Government shall review floor plans to ensure the returned space is marketable. The Government will pay for any alterations that may need to take place in the remaining Government spaces to separate the remaining Government space from the returned space. The Lessor will pay for alterations that may need to take place in the returned space to separate the returned space from the remaining Government space.
7. **TENANT IMPROVEMENT ALLOWANCE:** The maximum Tenant Improvement Allowance to be amortized pursuant to Paragraph 12 of the Lease shall be \$2,152,508.22.

8. COMMISSION AND COMMISSION CREDIT

The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] for the first three (3) years of the firm term and [REDACTED] for the last two (2) years of the firm term value of this lease. The total amount of the commission is [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" Paragraph 1.3, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED]. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" Paragraph 1.3 in the SFO attached to and forming a part of this lease. Per SFO Amendment #1, should the Government utilize Option #1 of Paragraph 11.2, "Special Requirements," then the Government will reimburse the Lessor for all unamortized leasing commissions.

Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture 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:

First Month's Rental Payment of \$162,320.71 minus the prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Second Month's Rental Payment of \$162,320.71 minus the prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent.

Third Month's Rental Payment of \$162,320.71 minus the prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent".

9. The following documents are attached and made a part hereof:
- Building Rules and Regulations for 999 Stewart Avenue, Bethpage, NY.
 - Partial First floor layout scaled by the General Services Administration, dated October 4, 2010.
 - Partial Second floor layout scaled by the General Services Administration, dated August 6, 2010.
 - Revised Fitness Center Model, dated November 9, 2010.
 - Approved First floor Furniture Layout Model, dated November 5, 2010.
 - Approved Second floor Furniture Layout Model, dated November 5, 2010.

10. 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 or any previous supplemental lease agreements, the terms and conditions of this Agreement shall control and govern.

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LESSOR GOVT