

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICES SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 2	DATE 9/21/11
	TO LEASE NO. GS-02B-23746	
ADDRESS OF PREMISE 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 reduction option for square footage and to modify clauses affected thereby, (2) modify the tenant improvement allowance, (3) to establish the annual rental rate, (4) to amend the Broker Commission and Commission Credit paragraph of the Leas, and (5) provide the Notice to Proceed for Tenant Improvements.

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

See Attached

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 above date.

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

[Redacted Signature]

Manager
(Title)

IN THE PRESENCE OF

[Redacted Signature]

111 Great Neck Road, Suite 408
Great Neck, NY 11021
(Address)

UNITED STATES OF AMERICA

[Redacted Signature]

Contracting Officer
(Official Title)

Initials: GAK
Lessor

DM
Government

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1. The Government hereby executes the reduction option per Paragraph 16 of the Lease to reduce the space by 7,766 rentable square feet or 6,753 ANSI/BOMA Office Area square feet. The reduced 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 (d.) which is attached hereto and made a part hereof.
2. Upon execution of this Supplemental Lease Agreement, the space leased to the Government shall be 57,590 rentable square feet (RSF), yielding approximately 50,078 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 \$828,720.24 at the rate of \$69,060.02 per month in arrears for years 1-10.

Years 1-5	\$/RSF	\$/Year	\$/Month
Shell	\$14.39	\$828,720.24	\$69,060.02
TI Allowance	\$8.01	\$461,507.19	\$38,458.93
Security Costs	\$0.14	\$8,029.45	\$669.12
Operating Expense (as adjusted)	\$7.26	\$418,103.47	\$34,841.96
Full Service Rent	\$29.80	\$1,716,360.35	\$143,030.03
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Years 6-10	\$/RSF	\$/Year	\$/Month
Shell	\$14.39	\$828,720.24	\$69,060.02
TI Allowance	\$0.00	\$0.00	\$0.00
Security Costs	\$0.00	\$0.00	\$0.00
Operating Expense (as adjusted)	\$7.26	\$418,103.47	\$34,841.96
Full Service Rent	\$21.65	\$1,246,823.71	\$103,901.98

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 57,590 or 30.2% of the building (57,590 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 the rentable square feet is 1.15 (50,078 USF/57,590 RSF).
6. **TENANT IMPROVEMENT ALLOWANCE:** The maximum Tenant Improvement Allowance to be amortized pursuant to Paragraph 12 of the Lease shall be **\$1,896,734.30**.

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7. **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 \$143,030.03 minus the prorated Commission Credit of [REDACTED] equals [REDACTED] Adjusted First Month's Rent.

Second Month's Rental Payment of \$143,030.03 minus the prorated Commission Credit of [REDACTED] equals [REDACTED] Adjusted Second Month's Rent.

Third Month's Rental Payment of \$143,030.03 minus the prorated Commission Credit of [REDACTED] equals [REDACTED] Adjusted Third Month's Rent.

8. **NOTICE TO PROCEED:** This Supplemental Lease Agreement No. 2 serves as the Government Notice to Proceed for Tenant Improvements in the budget dated 9.01.2011 for Matassa Construction in the amount of \$2,740,288.00. Of the budget amount, \$\$1,896,734.30 will be amortized into the rent pursuant to the Tenant Improvement Allowance paragraph 12 of the lease. The remaining amount of \$843,553.70 shall be paid via a one-time lump sum payment by the Government. Upon completion of the work, the Lessor shall notify the contracting officer to arrange for an inspection. After inspection and acceptance of the work by the Government, a properly executed invoice shall be submitted at:

<http://www.finance.gsa.gov>

- OR -

a properly executed original invoice shall be forwarded to:

General Services Administration
Greater Southwest Region (7BCP)
P.O. Box 17181
Fort Worth, TX 76102-0181

For an invoice to be considered proper, it must:

- ◆ Be received after the execution of this SLA,
- ◆ Reference the Pegasys Document Number (PDN) specified on this form (PS0021425),
- ◆ Include a unique, vendor-supplied, invoice number,
- ◆ Indicate the exact payment amount requested, and
- ◆ Specify the payee's name and address.

Payment will be due within thirty (30) days after GSA's designated billing office receives a properly executed invoice or acceptance of the work by the Government, whichever is later.

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9. 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.

Initials: GAH DB
Lessor Government