

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-02P-LNY24227
ADDRESS OF PREMISES: 145 PINELAWN ROAD SUITE 200 MELVILLE, NY 11747-3198	PDN Number:

THIS AMENDMENT is made and entered into between **GREENWAY PLAZA OFFICE PARK-2, LLC**, whose address is:

**135 PINELAWN ROAD
SUITE 140 NORTH
MELVILLE, NY 11747-3198**

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 **December 16, 2014** for the abovementioned Premises;

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

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 execution, as follows:


1. The Government hereby accepts the Premises as complete and hereby establishes the term of the Lease to commence on **February 2, 2016** and extend through **February 1, 2026** with the schedule of rent payments established as follows:

This Lease Amendment contains 2 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: 2/1/16

FOR THE GOVERNMENT:

Signature: 
Name: D
Title: L
GSA, Public Buildings Service
Date: 2/4/16

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: 
Title: AGENT IN CHARGE TO STUART WALTON
Date: 2/1/16

	FIRM TERM	NON-FIRM TERM
	YEARS 1-5	YEARS 6-10
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$ 164,702.16 ⁶	\$ 200,650.58
TENANT IMPROVEMENTS RENT ²	\$ 0.00	\$ 0.00
OPERATING COSTS ³	\$ 69,132.72	\$ 69,132.72
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	\$ 0.00	\$ 0.00
PARKING ⁵	\$ 0.00	\$ 0.00
TOTAL ANNUAL RENT	\$ 233,834.88	\$ 269,783.30

¹Shell rent calculation:

(Firm Term) \$22.680000 per RSF multiplied by 7,262 RSF

(Non-Firm Term) \$27.630209 per RSF multiplied by 7,262 RSF

²The Tenant Improvement Allowance of \$0.00 is amortized at a rate of 0.0 percent per annum over 0 years; paint and carpet provided at no cost to the Government

³Operating Costs rent calculation: \$9.519791 per RSF multiplied by 7,262 RSF

⁴Building Specific Amortized Capital (BSAC) of \$0.00 are amortized at a rate of 0.0 percent per annum over 0 years

⁵Parking costs described under sub-paragraph H below

⁶Lessor providing one (1) month of free shell rent in Year 1 at a value of \$13,725.18. (Abatement of \$13,725.18 was not included in Total Contract Value when determining commission calculation.)

2. Pursuant to Paragraph 1.04.B., BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012) of the Lease, Commission Credit shall be captured as follows:

A. 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 \$5,761.06 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent*

Month 2 Rental Payment \$19,486.24 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent

Month 3 Rental Payment \$19,486.24 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 3rd Month's Rent

Month 4 Rental Payment \$19,486.24 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 4th Month's Rent

*Lessor providing free shell rent during month one (1) of the firm term (Month 1 Rental Payment is Operating Costs only)

3. 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, the terms and conditions of this Lease Amendment shall govern and control.

INITIALS:  LESSOR &  GOVT