

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 02	DATE 10/28/2019
	TO LEASE NO. GS-02B-23671	

ADDRESS OF PREMISES: 88-11 165th Street, 7th Floor
Jamaica, NY 11432

THIS AGREEMENT, made and entered into this date by and between **Allied Jamaica, LLC**

whose address is
118-35 Queens Boulevard
Forest Hills, NY 11375

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 establish the commencement date of the Lease, (2) to modify the final tenant improvement costs to include certain additional alterations, (3) to establish the annual rental rate and (4) to establish the final Broker Commission and Commission Credit of the Lease.

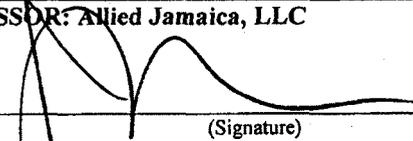
NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended as follows:

SEE ATTACHED

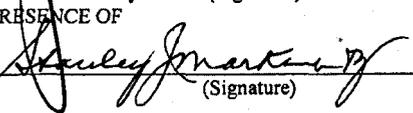
All other terms and conditions of the Lease shall remain in force and in effect.

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

LESSOR: Allied Jamaica, LLC

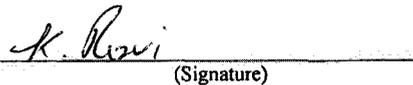
BY 
(Signature)

MANAGER
(Title)

IN PRESENCE OF 
(Signature)

118-35 QUEENS BLVD., FOREST HILLS, NY
(Address)

UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION

BY 
(Signature)

Contracting Officer
(Official Title)

SUPPLEMENTAL LEASE AGREEMENT NO. 02
GS-02B-23671

1. The term of the Lease, together with the rental payments, shall commence on June 4, 2010 and shall continue through June 3, 2020, subject to termination rights as set forth in the lease.
2. The Lessor and the Government mutually agree that as of the date hereof, the actual cost of the total tenant improvements (TI) is \$484,340.00 which includes \$3,240.00 for change order item #1 along with "No Cost" change order item #2 attached hereto as Exhibit "D". This cost includes all tenant improvement costs to build the leased premises, including, but not limited to, all architectural and engineering fees, permit and expediter fees, labor, materials, overhead and profit.

In accordance with paragraph 15 of the Rider to this Lease the tenant improvement cost will be amortized over five (5) years at an interest rate of 5.75% and the annual rental shall adjust for the remainder of the term of the Lease. The portion of the annual rental amount amortized pursuant to this calculation is \$111,689.39 per annum.

The Lessor and the Government mutually agree that for years 1-5 the Government shall pay the Lessor a total of \$629,464.99 per annum at a rate of \$52,455.42 per month in arrears and subject to operating cost escalation adjustments. The annual rental rate has been calculated by adding the following (shell rent of \$338,491.60/year plus operating rent of \$133,744.00/year plus TI rent of \$111,689.39/year plus parking rent of \$45,540.00/year).

For years 6-10 the Government shall pay the Lessor a total of \$517,775.60 per annum at a rate of \$43,147.97 per month in arrears and subject to operating cost escalation adjustments. The annual rental rate has been calculated by adding the following (shell rent of \$338,491.60/year plus operating rent of \$133,744.00/year plus parking rent of \$45,540.00/year).

3. Paragraph 33 of the Rider to this Lease is hereby deleted in its entirety and replaced as follows:

"CB Richard Ellis ("CBRE") is the authorized real estate broker representing the Government in connection with this lease transaction. The Lessor and CBRE have agreed to a cooperating lease commission of [REDACTED] of the Aggregate Lease Value (which excludes the parking charges) for the initial three (3) years of the term and [REDACTED] for the remaining years (4-5) of the initial term. The total amount of the Commission is [REDACTED]. In accordance with the "Broker Commission and Commission Credit" paragraph, 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 within 15 days of the Lease Commencement Date.

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 Prorated Rental Payment of \$47,209.88 minus the prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Second Month's Rental Payment of \$52,455.42 minus the prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent.

Third Month's Rental Payment of \$52,455.42 minus the prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent".

4. The Lessor shall complete all punch-list items by no later than November 30, 2010.
5. 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.

SUPPLEMENTAL LEASE AGREEMENT NO. 01
GS-02B-23671

Exhibit D – List Of Change Orders	
Item #	Description
1.	To provide Shop drawing review for submittals by the Architect firm Daniel Goldner Architects.
2.	Installation of additional light fixtures as shown on Daniel Goldner Architect's Sketch "SK10" dated 8/30/2010 (see attached). * Please note implementation of this "No Cost" change order <u>Does NOT</u> implies any fault of the Lessor or the Government.
	Total Change order cost
	\$3,240.00