

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 01	DATE 3-3-2011
	TO LEASE NO. GS-02B-23738	

ADDRESS OF PREMISES: Two Greenway Plaza, 145 Pinelawn Road, Melville, New York 11747

THIS AGREEMENT, made and entered into this date by and 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 parties hereto desire to amend the above Lease, (1) to establish the commencement date of the Lease, the square footage of the occupied space, the Tenant Improvement Allowance, the base cost of services, the percentage of Government occupancy, (2) to modify the final tenant improvement costs to include certain additional alterations and to establish the annual rental rate.

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

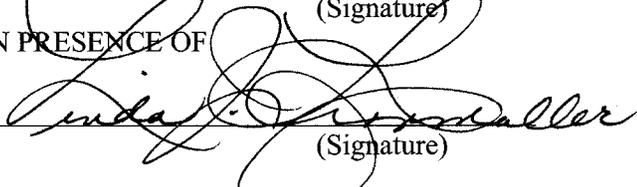
SEE ATTACHED

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: Greenway Plaza Office Park 2, LLC

BY  **Managing Member**
(Signature) (Title)

IN PRESENCE OF  **135 Pinelawn Road, Melville, NY 11747**
(Signature) (Address)

UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION

BY  **Contracting Officer**
(Signature) (Official Title)

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 3 above the Government shall pay the Lessor \$45,666.47 (the difference between \$177,371.43 and the total TI cost of \$223,037.90) in a one-time lump sum payment. The Lessor will submit an itemized invoice coinciding with the sum annotated above which shall be printed on the same letterhead as the payee named in this Lease, referencing PDN# PS0019386 and be sent to:

*General Services Administration
Finance Division
81 9 Taylor Street
Forth Worth, Texas 76102-0181*

or submitted via the internet at <https://www.finance.gsa.gov>.

The Lessor will also submit a copy of the invoice simultaneously to the GSA Contracting Officer upon execution of this Supplemental Lease Agreement.

In accordance with Paragraph 3 above the tenant improvement cost of \$177,371.43 will be amortized over five (5) years at an interest rate of 7.00% 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 \$42,146.00 per annum.

The Lessor and the Government mutually agree that for years 1-5 the Government shall pay the Lessor a total of \$258,439.15 per annum at a rate of \$21,536.60 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 \$145,907.66/year (\$31.16 ANSI/BOMA Office Area square foot) plus operating rent of \$70,385.49/year plus TI rent of \$42,146.00/year).

For years 6-10 the Government shall pay the Lessor a total of \$238,192.54 per annum at a rate of \$19,849.38 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 \$167,807.05/year (\$35.83 per ANSI/BOMA Office Area square foot) plus operating rent of \$70,385.49/year).

7. 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.