

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

Supplemental Agreement
No. 3

DATE
May 22, 1998

TO LEASE NO. GS-02B-22921

ADDRESS OF PREMISES:

Rockaway Boulevard and 159th Street, Springfield Gardens, New York

THIS AGREEMENT, made and entered into this date by and between EJM Airport LLC a New York limited liability company,

whose address is c/o Edward J. Minskoff Equities, Inc.
1325 Avenue of the Americas
New York, New York 10019

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

WHEREAS, the parties hereto desire to amend the above Lease, to delete certain lump sum items and reflect a reduction in the amount due the Lessor stated in Paragraph 4a, for these items.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective 3/15/99 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 there names as of the above date.

LE

BY

IN

MEMBER

(Title)

*1325 6th Ave.
N.Y. N.Y. 10019*

(Address)

UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION

BY

Contracting Officer

(Official Title)

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1. The following is a list of items to be deleted from the lump sum section of the lease which are to be provided to the General Services Administration by EJM Airport LLC.
 - a. Indoor Detached Parking Facility [REDACTED]
(See attached scope of work)
 - b. Separate secured area for parking including fencing, an electronic sliding gate, and card key access for an outdoor parking area [REDACTED]
 - c. Copy Center – The credit being provided for this is limited to the one speed 300-CFM exhaust fan and two (2) 220V 30 amp single-phase dedicated electrical outlets for copiers, the combined total of which is [REDACTED]. Any credits related to the VCT flooring and Type II partitions will be provided for when the Lessor submits the matrix of actual quantities used for each type of flooring and partition required by the Lease.
 - d. Delete six (6) of the eleven (11) copy rooms. The credit being provided for this item is limited to the one speed 200 CFM exhaust fan and the (2) 30 amp single phase dedicated electrical outlets for the copiers, the combined total of which is (2,400.00). Any credits related to the VCT flooring and Type II partitions will be provided for when the Lessor submits the matrix of actual quantities used for each type of flooring and partition required by the Lease. [REDACTED]
 - e. Delete the trash chute rooms. [REDACTED]
 - f. Delete trash treatment rooms. [REDACTED]

The total amount of deletions is \$503,373.00 subtracted from the lump sum payment due of \$1,752,986.84 leaves a balance of 1,249,613.84.

5. Except as modified by this Supplemental Lease Agreement, all other terms and conditions of this lease shall remain in full force and effect, and in the event that any of the terms and conditions of this Supplemental Lease Agreement conflict with any of the terms and conditions of the lease or any previous Supplemental Lease Agreement, the terms and conditions of this Supplemental Lease Agreement shall control and govern.