

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT Number Two (2)
	TO LEASE NO. GS-02B-23594
ADDRESS OF PREMISES 113-08 ROCKAWAY BEACH BOULEVARD QUEENS, NY 11694-9998	PDN Number: N/A

THIS AGREEMENT, made and entered into this date by and between
BRONX PROPERTIES LLC, C/O CHRISTINE BRIGUGLIO
 whose address is: **241-02 NORTHERN BOULEVARD**
DOUGLASTON, NY 11362-1055

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

WHEREAS, the parties entered into that certain lease dated January 13, 2009 for 8,600 Rentable Square Feet and thirteen (13) surface parking spaces (the "Premises") at 113-08 Rockaway Beach Boulevard, Queens, NY 11694-9998 (the "Building") as amended by Supplemental Lease Agreement Number One (1), dated February 23, 2012 (collectively, the "Lease");

WHEREAS, the Building was rendered untenable in its entirety by force majeure on October 29, 2012;

WHEREAS, the Lessor was neither able to access the space to assess the damage to the Premises nor is Lessor permitted to dispose of Government's personal property on such date;

WHEREAS, the Government acknowledges Lessor's inability to provide remediation to the Premises and Lessor shall require Government escort within the Premises until Government is able to remove sensitive personal property from the Premises;


WHEREAS, the parties hereto agree that rent for the Premises shall be suspended effective a negotiated date of November 14, 2012 until such date Lessor restores the Tenant Improvements (TIs) to reflect the conditions, represented by the Construction Documents (CDs) as modified and constructed on the lease commencement date (the "As-Built Conditions");

WHEREAS, the parties agree that such negotiated date shall not be indicative of the date whereby all personal property belonging to the Government shall be removed from the Premises nor shall it be construed as a waiver of any of the Government's rights under the Lease provided that Lessor's access to the Premises during normal working hours shall not be unreasonably withheld.


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: Christine Briguglio
 Title: LLC Manager
 Entity Name: BRONX PROPERTIES LLC
 Date: 11-19-12

FOR THE GOVERNMENT

Signature: 
 Name: _____
 Title: _____
 GSA, Pub _____
 Date: 11/20/2012

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: Maria Martinez
 Title: _____
 Date: 11/19/2012

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective November 14, 2012 as follows:

- A. PURSUANT TO PARAGRAPH 17 OF GSA FROM 3517A, GENERAL CLAUSES OF THE LEASE ENTITLED FIRE AND CASUALTY DAMAGE, THE GOVERNMENT SHALL SUSPEND ALL RENT TO LESSOR BEGINNING NOVEMBER 14, 2012 UNTIL SUCH DATE THE LESSOR RESTORES THE AS-BUILT CONDITIONS. A SUBSEQUENT LEASE AMENDMENT SHALL MEMORIALIZE THE END DATE OF THE RENT SUSPENSION CORRESPONDING TO THE SUBSTANTIAL COMPLETION OF THE RESTORATION OF THE AS-BUILT CONDITIONS AND ACCEPTANCE THEREOF BY THE GOVERNMENT.
- B. WITHIN FIVE BUSINESS DAYS FROM THE EFFECTIVE DATE OF THIS LEASE AMENDMENT, LESSOR SHALL PROVIDE A REMEDIATION PLAN WITH RESPECT TO CORRECTIVE MEASURES LESSOR SHALL TAKE TO PREVENT POTENTIAL HAZARDS AT THE PREMISES AS A RESULT OF WATER AND FIRE DAMAGE SUCH AS MOLD AND RESPIRATORY MALADIES (THE "REMEDIATION PLAN"). SUCH PLAN SHALL BE REVIEWED BY GOVERNMENT WITHIN A PERIOD NOT TO EXCEED TEN DAYS. LESSOR SHALL PROVIDE A CONSTRUCTION SCHEDULE TO GOVERNMENT WITHIN TEN DAYS OF GOVERNMENT'S APPROVAL OF THE REMEDIATION PLAN REPRESENTING ALL PHASES APPLICABLE TOWARD THE RESTORATION OF THE AS-BUILT CONDITIONS TO INCLUDE STEPS TAKEN TO COMPLY WITH THE REMEDIATION PLAN PRIOR TO GOVERNMENT OCCUPANCY.
- C. THE RESTORATION OF THE TIS TO INCLUDE THE DEVELOPMENT AND IMPLEMENTATION OF THE REMEDIATION PLAN SHALL BE AT THE LESSOR'S SOLE COST AND EXPENSE WITH THE EXCEPTION OF ANY PERSONAL PROPERTY WITHIN THE PREMISES DAMAGED OR DESTROYED BY FORCE MAJEURE. ANY DEVIATIONS FROM THE AS-BUILT CONDITIONS SHALL BE CONTRACT MODIFICATIONS WHOSE COSTS MUST BE DEEMED FAIR AND REASONABLE AND APPROVED IN WRITING BY A CONTRACTING OFFICER OF THE GOVERNMENT.
- D. PURSUANT TO PARAGRAPH 15 OF THE LEASE, THE GOVERNMENT IS RESPONSIBLE FOR THE ELECTRICAL AND GAS SERVICE AT THE PREMISES. LESSOR IS RESPONSIBLE FOR ENSURING THAT RECEPTACLES, TO INCLUDE THE DIRECT METERS WITH RESPECT TO THE DELIVERY OF GAS AND ELECTRICITY TO GOVERNMENT'S PERSONAL PROPERTY AT THE PREMISES ARE FULLY FUNCTIONAL AT THE PREMISES. FAILURE OF THE UTILITIES COMPANY TO PROVIDE SERVICE TO FULLY FUNCTIONAL GAS AND ELECTRIC METERS SHALL NOT PRECLUDE RENT RECOMMENCEMENT UPON SUBSTANTIAL COMPLETION OF ALL IMPROVEMENTS REQUIRED TO RESTORE THE PREMISES TO AS-BUILT CONDITIONS.
- E. THE GOVERNMENT SHALL, IN GOOD FAITH, ENDEAVOR TO REMOVE ALL SENSITIVE PROPERTY FROM THE PREMISES AS SOON AS PRACTICABLE SUCH THAT LESSOR IS ABLE TO PERFORM ALL WORK REQUIRED TO RESTORE THE PREMISES TO THE AS-BUILT CONDITIONS. INABILITY BY THE GOVERNMENT TO REMOVE ALL PERSONAL PROPERTY BY THE EFFECTIVE DATE OF THIS LEASE AMENDMENT SHALL NOT BE CONSTRUED AS A BREACH OF THE LEASE CONTRACT NOR SHALL IT ABSOLVE LESSOR OF ANY OR ALL RESPONSIBILITIES UNDER THE LEASE.
- F. NOTWITHSTANDING THE NEGOTIATED EFFECTIVE DATE OF RENT SUSPENSION AND THE REQUIREMENT OF LESSOR TO DEVELOP AND IMPLEMENT THE REMEDIATION PLAN AS PART OF THE RESTORATION OF THE AS-BUILT CONDITIONS, ALL PROVISIONS OF THE LEASE SHALL REMAIN IN FULL FORCE AND EFFECT.
- G. THE LESSOR'S ACCESS TO THE PREMISES PRIOR TO THE GOVERNMENT'S REMOVAL OF ALL SENSITIVE PERSONAL PROPERTY SHALL NOT BE UNREASONABLY WITHHELD BY THE GOVERNMENT DURING NORMAL WORKING HOURS.
- H. ALL CAPITALIZED TERMS REFERRED TO HEREIN AND NOT OTHERWISE DEFINED SHALL HAVE THE MEANING ATTRIBUTED TO SUCH TERM IN THE LEASE.

USE OF THE GSA FORM 276, SUPPLEMENTAL LEASE AGREEMENT HAS BEEN DISCONTINUED. ALL REFERENCES IN THE LEASE TO "GSA FORM 276" OR "SUPPLEMENTAL LEASE AGREEMENT" SHALL BE NOW HEREBY CONSTRUED TO MEAN "LEASE AMENDMENT."

INITIALS: CS & SKY
LESSOR GOVT