

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 4 TO LEASE NO. GS-02B-24175
ADDRESS OF PREMISES 2350 Lafayette Avenue Bronx, NY 10473-1104	PDN Number: N/A

THIS AMENDMENT is made and entered into between 2350 Lafayette Avenue LLC.

whose address is: 80 Curtwright Drive, Suite 5
 Williamsville, NY 14221-7055

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 Paragraph 13 of the General Clauses in its entirety and replaced with the following.

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 by the Government as follows:

13. FIRE AND CASUALTY DAMAGE (MAR 2013)

If the building in which the Premises are located is totally destroyed or damaged by fire or other casualty, this Lease shall immediately terminate. If the building in which the Premises are located are only partially destroyed or damaged, so as to render the Premises untenantable, or not usable for their intended purpose, the Lessor shall have the option to elect to repair and restore the Premises or terminate the Lease. The Lessor shall be permitted a reasonable amount of time, not to exceed **360 days** from the event of destruction or damage, to repair or restore the Premises, provided that the Lessor submits to the Government a reasonable schedule for repair of the Premises within **60 days** of the event of destruction or damage. If the Lessor fails to timely submit a reasonable schedule for completing the work, the Government may elect to terminate the Lease effective as of the date of the event of destruction or damage. If the Lessor elects to repair or restore the Premises, but fails to repair or restore the Premises within **360 days** from the event of destruction or damage, or fails to diligently pursue such repairs or restoration so as to render timely completion commercially impracticable, the Government may terminate the Lease effective as of the date of the destruction or damage. During the time that the Premises are unoccupied, rent shall be abated. Termination of the Lease by either party under this clause shall not give rise to liability for either party.

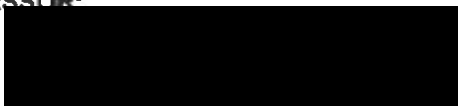
This clause shall not apply if the event of destruction or damage is caused by the Lessor's negligence or willful misconduct.

This Lease Amendment contains 1 page.


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: Michael Huntress
 Title: Manager
 Entity Name: 2350 Lafayette Avenue LLC
 Date: 1/22/18

FOR THE GOVERNMENT:

Signature: 
 Name: Scott Elger
 Title: Lease Contracting Officer
 GSA, Public Buildings Service,
 Date: 1/23/18

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: Cindy Giguere
 Title: Executive Assistant
 Date: 1-22-18