

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 3
	TO LEASE NO. GS-02B-23971
ADDRESS OF PREMISES: 1055 Stewart Avenue, Bethpage, NY 11717-9802	PDN Number: PS0031677

THIS AMENDMENT is made and entered into between **1055 Stewart Avenue Realty, LLC**, whose address is:

448 Oyster Bay Road, Matinecock, NY 11560

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

DEC 23 AM 8:57

WHEREAS, the Lessor and Government entered into that certain lease, dated October 23, 2013 for the Premises as amended by Lease Amendment Number 1, dated March 28, 2014 and Lease Amendment Number 2, dated October 28, 2015 (collectively, "the Lease");

WHEREAS, the Government authorized tenant improvement change orders 18-20 for the Premises on December 1, 2015 at a total cost of \$17,015.90 (the "Residual Change Orders");

WHEREAS, the Government agrees to provide a lump sum payment for work completed with respect to the Residual Change Orders;

WHEREAS, the parties hereto desire to amend the Lease to transfer responsibility for the maintenance and repair of security equipment installed at the Premises to the Government;

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, as follows:

1. All capitalized terms not otherwise defined herein shall have the meaning ascribed to same in the Lease.
2. The Government hereby authorizes **\$17,015.90**, the cost of the Residual Change Orders, to be remitted to Lessor via a one-time lump sum payment. Lessor agrees that the invoice for the Residual Change Orders shall be printed on the same letterhead as the payee named in this Lease and shall reference the PDN number **PS0031677** provided in the header of this Lease Amendment. The invoice shall be sent to:

This Lease Amendment contains 4 pages.

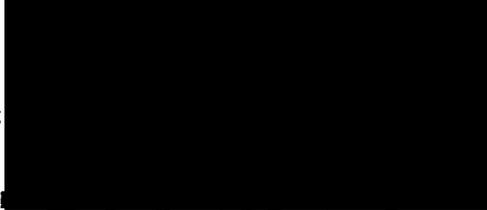
All other terms and conditions of the lease shall remain in force and effect.

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

FOR THE LESSOR

Signature: 
Name: _____
Title: _____
Entity Name: 1055 ST STEWART AVE REALTY LLC
Date: 12/15/15

FOR THE GOVERNMENT

Signature: 
Name: _____
Title: _____
GSA, Pub _____
Date: December 23, 2015

WITNESS

Signature: 
Name: _____
Title: _____
Date: 12/15/15

General Services Administration
Finance Division
819 Taylor Street
Fort Worth, Texas 76102-0181

or to be submitted electronically at www.finance.gsa.gov. Lessor also agrees that a copy of the invoice shall be sent simultaneously to the GSA Contracting Officer.

3. The Government shall be responsible for the maintenance and repair of security equipment pursuant to this lease amendment. The Government will be responsible for the Security Maintenance and Repair (SMR) Program, which includes all maintenance, service and repairs throughout the life of security systems and will ensure that the equipment is in operational condition at all times. Systems to be maintained under the SMR Program include:

A. [REDACTED] specifications and best practices.

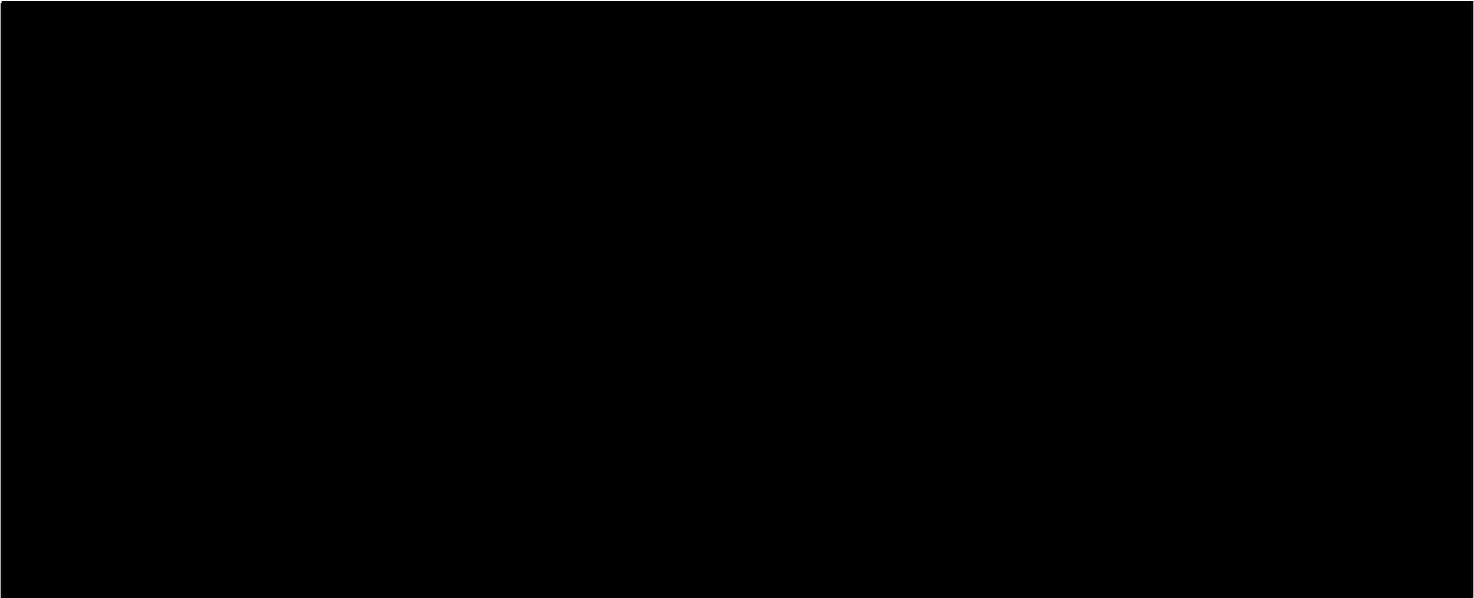
- 1) [REDACTED]
- 2) [REDACTED]
- 3) [REDACTED]
- 4) [REDACTED]
- 5) [REDACTED]
- 6) [REDACTED]
- 7) [REDACTED]
- 8) [REDACTED]
- 9) [REDACTED]

B. [REDACTED]

- 1)
- 2)
- 3)
- 4)
- 5)
- 6)
- 7)
- 8)
- 9)
- 10)
- 11)
- 12)
- 13)
- 14)
- 15)

[REDACTED]

INITIALS: [Signature] LESSOR & [Signature] GOV'T

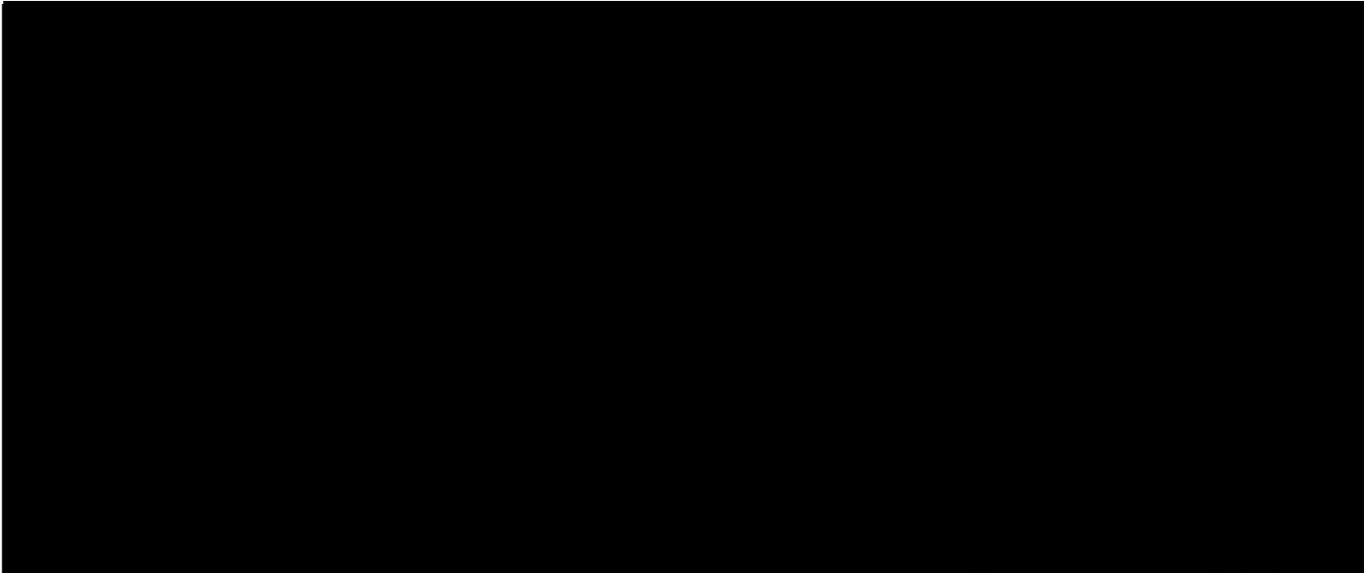


■ [Redacted]

- G. [Redacted]
- 1) Calibration, configuration, and diagnostic testing
- 2) All software, firmware and any other associated items for the service life of the equipment under contract.

H. [Redacted]

- I. All software, firmware and any other associated items for the service life of the equipment under contract.



INITIALS: &
LESSOR GOV'T

O. All software, firmware and any other associated items for the service life of the equipment under contract.

P. [REDACTED] – Government will supply the contractor with the [REDACTED] and the contractor will be responsible for installing and connecting the [REDACTED]. The contractor may be required to provide the [REDACTED] as determined by the Government.

Q. General

- 1) Power supply panels and included modules
- 2) Repair broken windows and doors to secure the facility
- 3) Patch, repair and paint walls in affected area where work was performed, paint must match existing color. See 1.4 Painting.
- 4) Repair ceiling or ceiling tiles after work has been completed (only areas directly affected by work)
- 5) Repair and servicing of dedicated HVAC systems to security equipment.
- 6) UPS Batteries – monitor and replace per manufacture’s recommendations and in accordance with test results.
- 7) [REDACTED] All cabling associated [REDACTED]. Cable specifications as determined by the Government.
- 8) All security equipment must be off the Federal Equipment and Software FIPS-201 and/or other appropriate GSA schedules as determined by the Government (see C.12.1)
- 9) All software, firmware and any other associated items for the service life of the equipment under contract.

This list may not be all encompassing as there may be older equipment that is outdated and may not be specifically listed but is part of the installed security system and should be considered to be covered under the SMR contract. The SMR contractor is not responsible for doors that are not connected to the [REDACTED]. Only doors that are [REDACTED] for the contractor to repair and replace as necessary under this contract. Additionally, the SMR contractor is also not responsible for [REDACTED] equipment in facility common areas.

The Lessor will be responsible to maintain all [REDACTED] that may currently be under warranty by the Lessor. The Lessor is responsible for transferring all security warranty information and software licenses to [REDACTED] at the end of the lessor’s maintenance responsibility; at which time the government will take complete ownership and maintenance responsibility through the remaining term of the lease. All security equipment will become the property of the government at the end of the warranty period and at its sole option, the Government may abandon property in the space following the expiration of the Lease or retain the right to remove the equipment. The Lessor will be relieved of any liability of security systems in connection therewith after the initial warranty period.

The term of this agreement shall commence no later than December 31, 2015. The SMR Program is being implemented in phases in the following [REDACTED] roll out order; Central, Western, Southeast and Northeast. GSA will provide notification to each facility no fewer than 3 days prior to the official implementation of the facility in the SMR Program by region. This official notification shall not require a response from the Lessor and upon notification shall terminate the responsibility of the lessor to provide maintenance and repair of the security countermeasures at said facility.

4. Notwithstanding Paragraph 2.04, WAIVER OF RESTORATION (APR 2011) of the Lease, the Government shall in good faith, coordinate with Lessor prior to the Lease Termination or Lease Expiration Date to determine the scope of the properties being abandoned and if residual third party claims, if applicable, exists with respect to personal property to be abandoned at the Premises.

INITIALS: [Signature] LESSOR & [Signature] GOVT