

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-02B-24029
ADDRESS OF PREMISES	PDN Number: N/A

THIS AMENDMENT is made and entered into between Stewart FBI, 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, On April 16, 2013 the Lessor notified the Government that the site identified in the awarded Lease where the demised premises was to be built, was no longer available;

WHEREAS, The Lessor requested the site be changed to a parcel owned by the Town of New Windsor;

WHEREAS, Substitution of a site is allowed as long as the new site meets the solicitation's geographical requirements and modification does not change lease price, performance period, basic responsibilities of parties to the lease, or the nature and purpose of the lease, so that the overall effort under modified lease remains essentially the same as was contemplated under the original solicitation for offers;

WHEREAS, The new site falls within the delineated area issued in the solicitation and the Government is not incurring any additional costs, substitution of a new site is permissible;

WHEREAS, the parties hereto desire to amend the above Lease to substitute the location of the building and to provide all requirements associated with this change.

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:

1. The new site for the construction of the demised premises is approximately 2.4 acres of land, commonly known as 347 Avenue of the Americas and identified on the Town of New Windsor tax maps at Section 3, Block 1, Lot 53 as shown on Exhibit "A".

This Lease Amendment contains 2 pages.

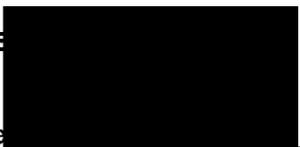
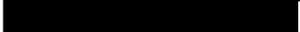
All other terms and conditions of the lease shall remain in force and effect.

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

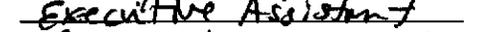
FOR THE LESSOR:

Signature: 
Name: 
Title: Manager
Entity Name: Stewart FBI LLC
Date: 6/17/13

FOR THE

Signature: 
Name: 
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 6/18/13

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: 
Title: Executive Assistant
Date: 6-17-13

2. Pursuant to the Lease, the Lessor was required to have a fully executed Ground Lease for the proposed site no later than 60 days' after execution of the Lease. Due to the issues surrounding the original site the Lessor shall have until July 31, 2013 to produce an executed Ground Lease with the Town of New Windsor for the substituted site.
3. Due to the site being located with access from two roads there is the ability for cars to pick up speed, additional security countermeasures will need to be implemented. These additional security countermeasures will be wholly paid for by the Lessor.
4. Pursuant to the Categorical Exclusion Checklist Documentation (Exhibit "B") the Lessor shall be responsible for the following requirements at its sole cost and expense. Additionally, this report does not remove Lessor's responsibility to obtain all permits, approvals and environmental reviews that would normally be required for a construction project at this location.
 - a. Based on the Phase I Environmental Site Assessment and Environmental Baseline Survey (Exhibit "C") the report identified recognized environmental conditions (REC), Lessor must implement the recommendations that were contained in the Report. Prior to the Government's occupancy of the site, Lessor shall provide a "No Further Action" or "No Further Response" letter from the State of NY. This letter will establish that the environmental condition(s) of concern have been adequately addressed and that the leasehold can be safely used in a manner that allows for Government's intended occupancy and use. Failure to either conduct the necessary remediation or provide evidence of NY State acceptance of the remediation will be grounds for the Government, at its sole discretion, to terminate the Lease, and the Lessor shall be liable for the Government's reprourement costs.
 - b. A No Further Action determination will address the need, if any, for the installation of a sub-slab depressurization (SSD) system for new foundations in accordance with New York State Department of Health Guidance for Evaluating Soil Vapor Intrusion in the State of New York (dated October 2006).
 - c. Lessor shall develop and implement a Storm Water Pollution Prevention Plan (SWPPP) for the site. Additionally, during construction best construction management practices need to be implemented to ensure runoff from the site does not reach the NYSDEC classified streams south and west of the site.
 - d. Lessor shall provide documentation from NYS Department of Environmental Conservation prior to any construction activities beginning that the site will not impact any endangered species. Pursuant to conversations with NYSDEC they have stated the site might be home to the Eastern Tiger Salamander.
 - e. Lessor shall to the best of their abilities implement the requirements stated in the Best Practices for Clean Diesel Construction (Exhibit "D").

INITIALS: WCB & SE
LESSOR GOVT