

8/3/99

Adopted

COMMUNITY DEVELOPMENT AGENCY
RESOLUTION # 15
August 3rd, 1999

AUTHORIZES CHAIRMAN TO EXECUTE LEASE AMENDMENT
COUNCILMAN KENT offered the resolution, which was seconded by
COUNCILMAN CARDINALE.

WHEREAS, The Town of Riverhead Community Development Agency is the owner of certain real property located at Calverton, New York and known as the Calverton Enterprise Park; and

WHEREAS, pursuant to Community Development Agency Resolution #25, adopted September 8th, 1998, the Community Development Agency presently leases a building known as Plant #6 to the National Transportation Safety Board for the storage and reassembly of the TWA Flight 800 aircraft; and

WHEREAS, the National Transportation Safety Board desires to relocate the debris and reconstructed aircraft in a 40,000 sq. ft. portion of Plant #7, specifically described in Exhibit "B" of the lease Amendment attached hereto; and

WHEREAS, the Community Development Agency desires to accommodate the current needs of the National Transportation Safety Board pertaining to any continued investigation and retention of material involving TWA Flight 800.

THEREFORE BE IT RESOLVED, that the Community Development Agency hereby authorizes the Chairman to execute an Amendment to the lease dated September 10th, 1998 substantially in the form attached hereto between the Community Development Agency and National Transportation Safety Board.

Member Cardinale	Yes	No
Member Kent	Yes	No
Member Kwasna	Yes	No
Member Lull	Yes	No
Member Villella	Yes	No

THE VOTE

Cardinale Yes No Kent Yes No
 Kwasna Yes No Lull Yes No
 Villella Yes No

THE RESOLUTION WAS WAS NOT
 THEREUPON DULY DECLARED ADOPTED

AMENDMENT TO LEASE

THIS AMENDMENT TO LEASE (this "Amendment"), dated as of August 2, 1999, is made by and between THE TOWN OF RIVERHEAD COMMUNITY DEVELOPMENT AGENCY ("Landlord"), a New York public benefits corporation, and NATIONAL TRANSPORTATION SAFETY BOARD ("Tenant"), an independent establishment of the United States government.

W I T N E S S E T H:

WHEREAS, Landlord and Tenant are parties to that certain Lease dated as of September 10, 1998 (the "Original Lease" and, as modified hereby, the "Lease"; capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Original Lease); and

WHEREAS, Landlord and Tenant desire to amend the Original Lease as set forth herein.

NOW, THEREFORE, Landlord and Tenant hereby agree as follows:

1. This Amendment will become effective as of the 1st day of September, 1999.

2. Notwithstanding anything to the contrary in the Original Lease, from and after the 1st day of September, 1999, the Original Lease shall be deemed modified as follows:

a. The Annual Base Rent (as defined in Section 1.1(a) of the Original Lease) for the period commencing September 1, 1999 and ending on August 31, 2000 shall be \$240,000.00 and shall be due and payable in full in advance on September 1, 1999. The Annual Base Rent for any period from and after September 1, 2000 shall be determined as provided in the Original Lease for Extension Periods and shall be payable in full in advance on September 1st of each Extension Period commencing from and after September 1, 2000.

b. The Estimated Annual Services Amount (as defined in Section 1.1(e) of the Original Lease) (i) for the period commencing September 1, 1999 and ending on August 31, 2000 shall be \$150,000 and (ii) for any period commencing from and after September 1, 2000 shall be determined as provided in the Original Lease for Periods succeeding the Initial Term. Commencing upon the transfer of the Premises to an entity that is not tax-exempt, the Annual Services Amount

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(as defined in Section 5.1(b)(i)) shall include a PILOT surcharge in the amount of \$.50 per rentable square foot due with respect to the Premises.

c. The Premises (as defined in Section 1.1(n) of the Original Lease) shall be deemed to refer to the southwest portion of that certain building commonly known as "Plant #7", which portion is approximately depicted by the shaded areas on Exhibit "B" attached hereto and consists of approximately but not more than 40,000 square feet in the aggregate and is located on the Land.

d. Exhibit "B" to the Original Lease shall be deemed deleted in its entirety and shall be replaced with Exhibit "B" attached hereto.

e. The Permitted Uses (as defined in Section 1.1(m) of the Original Lease) shall be deemed to be the investigation relating to TWA Flight 800 and/or storage of the wreckage related thereto and any uses related to the foregoing, in each case, to the extent permitted by applicable law.

f. Notwithstanding anything to the contrary in the Original Lease, Tenant shall have no right to terminate the Lease from the 1st day of September, 1999, through the 31st day of August, 2000. From and after the 1st day of September, 2000, Tenant shall have the right to terminate the Lease on at least 90 days written notice of termination to Tenant. In the event of a termination of the Lease prior to the end of a period for which Tenant shall have paid in advance any amounts due under the Lease, Tenant shall be entitled to be reimbursed in an amount equal to the portion of the amount so paid attributable to the period succeeding the date on which Tenant vacates the Premises.

3. Tenant shall have the right to occupy the Premises from and after August 2, 1999, in consideration of which right Tenant shall, simultaneously with the execution of the this Amendment, pay Landlord an amount equal to \$20,000 as reimbursement for the costs and expenses incurred by Landlord to prepare the Premises for Tenant's occupancy.

4. As amended by this Amendment, the terms of the Original Lease shall remain unmodified and in full force and effect.

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IN WITNESS WHEREOF, the parties have executed this Amendment as of the 2nd day of August, 1999.

LANDLORD:

THE TOWN OF RIVERHEAD
COMMUNITY DEVELOPMENT AGENCY,
a New York public benefits
corporation

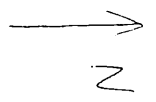
By: _____
Its

TENANT:

NATIONAL TRANSPORTATION SAFETY
BOARD, an independent
establishment of the United
States government

By: Craig E. Keller Jr.
Its

CEK



Plant 7

