



Metropolitan Transportation Authority

State of New York

**Via Certified Mail No. 7020 0090 0001 2046 2920
& Via Email (mayorjean@greatneckplaza.net)**

May 27, 2020

Jean Celender, Mayor
Village of Great Neck Plaza, Inc.
Gussack Plaza, P.O. Box 440
Great Neck, New York 11022

**Re: LIRR Master Account t0004929, Village of Great Neck Plaza, Inc.
Lease ("Lease") dated as of the 16th day of July, 1998 by and between The Long
Island Rail Road Company, as Landlord ("Landlord"), and Village of Great Neck
Plaza, Inc., as Tenant ("Tenant"), for a parking lot and related areas situated at
Landlord's Great Neck Station, on the Port Washington Branch ("Leased Area").**

Dear Ms. Celender:

Tenant has requested permission to remain in possession of the Premises after the Holdover Agreement, dated May 28, 2019, expiring on April 30, 2020 ("Holdover Expiration Date"), and to enter a Second Holdover Agreement, on a month-to-month basis during a period following the said Holdover Expiration Date and ending on April 30, 2021, unless sooner terminated as set forth in Paragraph 3 and 5 below (such period, being herein called the "Second Permitted Holdover Period" and the last day of such period, or such early termination date, being herein called the "Second Holdover Expiration Date"). Landlord is willing to accommodate Tenant's request, and consents to Tenant's remaining in possession of the Premises during the Second Permitted Holdover Period, on the terms and subject to the conditions set forth in this letter. Capitalized terms not defined herein shall have the meaning set forth in the Lease.

1. Landlord hereby expressly consents to Tenant's remaining in possession of the Premises on all of the same terms and conditions as are set forth in the Lease, subject to the following terms and conditions:
2. All references in the Lease to the Expiration Date shall be deemed to refer to the Second Holdover Expiration Date.
3. Landlord may terminate your continued occupancy of the Premises at any time during the Second Permitted Holdover Period by giving to Tenant not less than thirty (30) days' prior written notice ("Landlord Termination Notice").
 - a. In this regard, you further understand and agree that:

The agencies of the MTA

MTA New York City Transit
MTA Long Island Rail Road

MTA Metro-North Railroad
MTA Bridges and Tunnels

MTA Capital Construction
MTA Bus Company

- i. said thirty (30) day period need not be equal to a calendar month (e.g., the Landlord Termination Notice may be given on the 15th day of September to be effective on the 14th day of October);
 - ii. the Landlord Termination Notice may be given in accordance with Paragraph 42 of the Lease and need not be served in the same manner in which a notice of petition in summary proceeding is to be served;
 - iii. the Landlord Termination Notice may be given by Landlord, or by the Landlord's Tenant Manager, Greystone Management Solutions; and
 - iv. the requirements of RPL § 232-b are expressly waived.
- b. If Landlord sends a Landlord Termination Notice as provided herein, then Tenant must vacate and surrender the Premises on or before the day set forth in such Landlord Termination Notice and restore the Premises to the condition required at the Expiration Date under the Lease. If Tenant fails to so vacate and surrender the Premises, then Tenant shall pay to Landlord Rent in the amount of \$200.00 per day; Landlord's acceptance of Rent after such termination date shall not result in any other tenancy or in a renewal of the original term of the Lease of this holdover letter agreement. Notwithstanding anything in the foregoing to the contrary, the acceptance of any Rent paid by Tenant pursuant to this holdover letter agreement shall not preclude Landlord from commencing and prosecuting a holdover or summary eviction proceeding, and the preceding sentence shall be deemed to be an "agreement expressly providing otherwise" within the meaning of Section 232-c of the Real Property Law of the State of New York.
4. The parties acknowledge and agree that this holdover letter agreement is not an extension or amendment of the Lease, but is intended to grant Tenant the right to use and occupy the Premises until a Landlord Termination Notice or a Tenant Termination Notice is delivered by either party in accordance with Paragraph 3 above or Paragraph 5 below or the Second Holdover Expiration Date otherwise occurs, and is not, and shall not be deemed to, perpetuate any landlord-tenant relationship between the parties and does not, and shall not be deemed to, grant any continued interest in real property rights or any continued rights of Tenant.
5. Tenant may terminate this agreement and its continued occupancy of the Premises at any time during the Second Permitted Holdover Period by giving to Landlord not less than thirty (30) days' prior written notice ("Tenant Termination Notice"), subject to the further understanding and agreement that (i) said thirty (30) day period need not be equal to a calendar month (e.g. the Tenant Termination Notice may be given on the 15th day of September to be effective on the 14th day of October); and (ii) the Tenant Termination Notice must be given in accordance with Paragraph 42 of the Lease and (iii) the requirements of RPL § 232-b are expressly waived.

If the foregoing is acceptable to the Tenant, both enclosed counterparts of this letter must be countersigned by Tenant and one (1) fully executed original counterpart returned, to **Ms. Grace Crocitto, Real Estate Manager, MTA Real Estate Department, 2 Broadway, 4th Floor, New**

York, NY 10004, and one (1) additional scanned PDF copy via email to grace.crocitto@mtacd.org, but not later than JUNE 18, 2020. By signing below the Tenant acknowledges that they have reviewed this letter with their attorney, or have had the opportunity to do so, and that they intend to be legally bound by its terms.

Very truly yours,

THE LONG ISLAND RAIL ROAD COMPANY

By: 

David Florio
Director, Real Estate Transactions and Operations
Authorized Signatory

Acknowledged and agreed to this _____ day of _____, 2020:

LICENSEE:

By: _____

Name:

Title:

cc: S. Kudler
R. Gabriele, (*Via Email: richardgabriele@gmail.com*)
A. LoGalbo
R. Goldberg
A. Campbell
S. Storz
A. Tedesche-Gomez
G. Crocitto
D. Smith-Santos