## GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT NO. 1

DATE

2/14/10

TO LEASE NO. GS-05B- 17596

ADDRESS OF PREMISES

100 Mall Drive, Steubenville OH 43952

THIS AGREEMENT, made and entered into this date by and between

FORT STEUBEN IMPROVEMENTS LLC

whose address is

c/o DLC Management Corp.

580 White Plans Road Tarrytown, NY 10591

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

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective as of the date of this Supplemental Agreement 1, as follows:

This Supplemental Lease Agreement (SLA) No. 1 is issued to document the initial tenant improvement cost, all of which is to be amortized into the rent over the initial 120 months and the amount of rent as a result. The lease cost breakdown SFO Attachment 1 and Paragraph 3 of the lease dated 10/2/2008 is replaced as follows. Paragraph 25 is added.

3. The Government shall pay the Lessor annumal rent of \$267,436.08 at the reate of \$22,286.34 per month in arrears for ten years. Rent consists of \$18,129.10 per month for the shell/base rent (\$15.00/usf), operating expenses (\$8.20/usf), real estate taxes (\$.88/usf) and parking and, \$4,157.24 per month for Tenant Improvements (\$5.52/usf), which will be amortized over the initial 120 months at an annual interest rate of 10%. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

## FORT STEUBEN IMPROVEMENTS LLC

c/o DLC Management Corp. 580 White Plains Rd. Tarrytown, NY 10591

Lease Paragraph 25 is added:

25. Lessor and the Government agree that the total cost of Tenant Improvements pursuant to the Design Intent Dawings and Special Requirements shall be \$314,582.88 which shall all be amortized into the rent over 10 years as stated in paragraph 3 above.

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 above date.

LESSOR FORT STEUBEN IMPROVEMENTS LLC, a Delaware limited liability Company by: First Laboration, a Belaware corporation, its Manager			
BY			President
			(Title)
IN PRESE	ENCE OF		580 White Plains Rd, Tarrytown Ny (Address) 10591
UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION			
BY		(Signature)	Contracting Officer (Official Title)

GSA DC 68-1176

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