GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL AGREEMENT NO.

TO LEASE NO. GS-02B-23682

SUPPLEMENTAL LEASE AGREEMENT

ADDRESS OF PREMISES:

10 New King Street,

White Plains, New York 10604

THIS AGREEMENT, made and entered into this date by and between New King Holding, LLC

whose address is: New King Holding, LLC

4 New King Street White Plains, NY 10604

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

WHEREAS, the parties hereto desire to amend the above Lease, (1) to establish the commencement date of the Lease, (2) to modify the final tenant improvement costs, (3) to establish the annual rental rate and (4) to adjust the Commission Credit of the Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended

SEE ATTACHED

All	ease shall remain in force and in effect.	
IN	s subscribed their names as of the above date.	
LE	С	
BY	MANAGING MEMBER	
	(Title)	
	HNEW KING Street White Plantings NY 10604	
	White Day 10604	
Ч	ERVICES ADMINISTRATION	
В	. Contracting Officer	ı
	(Official Title)	

GSA form 276 (REV 11/93)

SUPPLEMENTAL LEASE AGREEMENT #1 GS-02B-23682

- Pursuant to Paragraph 12 of the Lease Rider, the term of the Lease, together with the rental payments, shall commence on May 1, 2010 and shall continue through April 30, 2015, subject to the termination rights set forth in Paragraph 4 of the Standard Form 2 (SF2) Lease.
- 2. In prior correspondence dated January 5, 2010, attached hereto as Exhibit "A," the Lessor and the Government agreed upon a final tenant improvement cost of \$5,800.00. In accordance with Paragraph 13 of the Lease Rider, the final tenant improvement cost of \$5,800.00 shall be amortized into the annual rental over years 1-2 at the rate of 3.00%. Pursuant to this calculation, the portion of the annual rent amortized as annual tenant improvement rent is \$2,991.49.
- 3. Accordingly, for years 1 through 2 of the Lease, the Government shall pay the Lessor a total of \$54,846.77 per annum, (\$17.19 per rentable square foot and \$20.10 per ANSI/BOMA office area square foot) at the rate of \$4,570.56 per month. Rent for years 3 through 5 of the Lease shall be in accordance with Paragraph 13 of the Lease Rider.
- 4. Paragraph 31 of the Lease Rider which refers to the reduction in the rent for the first two months of term is amended to read:
 - First Month's Rental Payment of \$4,570.56 minus prorated Commission Credit of equals as the adjusted First Month's Rent.
 - Second Month's Rental Payment of \$4,570.56 minus prorated Commission Credit of equals as the adjusted Second Month's Rent.
- 5. Except as modified in this Agreement, all terms and conditions of the Lease shall remain in full force and effect, and in the event that any of the terms and conditions of this Agreement conflict with any terms and conditions of the Lease or any previous supplemental lease agreements, the terms and conditions of this Agreement shall control and govern.

INITIALS:

LESSOR

GOVT