

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO. 2

DATE (FOR GOV'T USE ONLY)
03/10/2010

TO LEASE NO.
GS-05B-18279

ADDRESS OF PREMISES **360 Highway 11 East
International Falls, MN 56649-2442**

THIS AGREEMENT, made and entered into this date by and between **THE ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF INTERNATIONAL FALLS**

whose address is **600 Fourth Street
International Falls
Minnesota, 56649-2442**

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 03/10/2010, as follows:

1. This SLA#2 is issued to revise Paragraph 18 of the Lease, "Hazardous Materials," and to replace Paragraph 18 with the following language:

18. HAZARDOUS MATERIALS

The Lessor shall comply with all local, state, and federal environmental laws and regulations, and will obtain, and maintain compliance under, any and all environmental permits, licenses, approvals or reviews. Compliance includes but is not limited to a "No Further Action" (NFA) letter. Remediation of hazardous substances shall be at the sole cost and liability of the Lessor.

The term "hazardous substance" includes but is not limited to "hazardous wastes," "hazardous substances," "pollutants, or contaminants" as defined in the Minnesota Environmental Response and Liability Act, Minnesota Statutes, §115B.02. The term "hazardous substance" shall also include asbestos, polychlorinated biphenyls, petroleum, petroleum products, heating oil, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas useable for fuel.

The costs associated with the remediation of the site shall be at the Lessor's sole cost and expense. In addition, the Government shall not be responsible for any project costs incurred by the Lessor for the environmental remediation.

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

IN WITNESS WHEREOF, the undersigned, whose name and title are set forth below, do hereby certify that the above is a true and correct copy of the original lease agreement as of the above date.

LESSOR **City of International Falls**

BY **President** _____
(Title)

IN PRESENCE OF **600 Fourth Street** _____
(Address)

UN **S ADMINISTRATION**

BY **Brian J. Krasowski** _____
Contracting Officer
(Official Title)