

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDING SERVICES

SUPPLEMENTAL AGREEMENT

DATE

No. 3

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1/31/2012

SUPPLEMENTAL LEASE AGREEMENT

TO LEASE NO.

PDN NO.

GS-03B-09608

ADDRESS OF PREMISE **717 State Street Professional Building**
717 State Street
Erie, PA 16501-1341

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

Albert M. Covelli Revocable Trust

whose address is

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

WHEREAS, the parties hereto desire to amend the above Lease. **To establish the lease term, termination rights, renewal, and annual rent.**

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, Effective **January 11, 2012**, as follows:

A. Paragraph 2 of the Standard Form 2 is hereby deleted in its entirety and replaced as follows:

" TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on January 11, 2012 through January 10, 2022, subject to termination and renewal rights as may be hereinafter set forth."

B. Paragraph 3 of the Standard form 2 is hereby deleted in its entirety and replaced as follows:

"The Government shall pay the Lessor annual rent of \$161,306.80, at a rate of \$13,442.23 per month in arrears. Rent for a lessor period shall be prorated. Rent checks shall be made payable to:

Albert M. Covelli Revocable Trust

C. Paragraph 4 of the Standard Form 2 is hereby deleted in its entirety and replaced as follows:

"The Government may terminate the lease in whole or in part effective at any time after January 11, 2017 by giving at least ninety (90) days notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing."

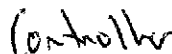
This SLA contains 2 pages.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: **Albert M. Covelli Revocable Trust**

BY


(Signature)



(Title)

IN THE PRESENCE OF


(Signature)

(Address)

UNITED STATES OF AMERICA GSA, Public Building Service, North Service Center

BY


(Signature)

Contracting Officer

(Official Title)

D. Paragraph 5 of the Standard Form 2 is hereby deleted in its entirety and replaced as follows:

"This lease maybe be renewed at the option of the Government, for the following terms and at the following rentals: One renewal option of five years at the annual rental of \$128,146.34 (\$27.37 per ABOA square foot), plus accrued operating cost escalations provided notice be given in writing to the Lessor at least 180 days before January 11, 2022; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing the day after the date of mailing."

E. Paragraph 12 of the Lease Rider is hereby deleted in its entirety and replaced with the following:

"Upon signed acceptance of the leased premises by the Government, the same shall be measured and rent shall be paid, in accordance with Paragraph 4.1 of the lease, "Measurement of Space" and Paragraph 27 General Clauses, GSA Form 3517, "Payment" at the rate of: \$34.45 per ANSI/BOMA Office Area Square Foot (ABOA) or \$161.306.80 annually consisting of shell, operating, and tenant improvement costs as outlined below:

Years 1 through 5:

Annual Shell Rent: \$86,289.26 per year or \$18.43 per ANSI/BOMA Office Area Square Foot (ABOA)

***Amortized Annual rate for Tenant Improvement Allowance:** \$43,882.24 per year

***Interest rate** at which Tenant Improvements are amortized: 6.0%

Annual Cost of Services: \$31,135.30 per year or \$6.65 per ANSI/BOMA Area Square Foot (ABOA), plus accrued escalations per Paragraph 4.3, "Operating Costs"

Years 6 through 10:

Annual Shell Rent: \$86,289.26 per year or \$18.43 per ANSI/BOMA Office Area Square Foot (ABOA)

Annual Cost of Services: \$31,135.30 per year or \$6.65 per ANSI/BOMA Area Square Foot (ABOA), plus accrued escalations per Paragraph 4.3, "Operating Costs"

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

Initials: &
 Lessor Gov't