

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO. 01
TO LEASE NO. GS-02B-23880

DATE
3/14/2012

ADDRESS OF PREMISES: 122 E. Seneca Street
Manlius, New York 13104-1850

THIS AGREEMENT, made and entered into this date by and between **Pavone Associates, LLC**.

whose address is

5081 Pine Valley Drive
Fayetteville, , New York 13086

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 include alterations to the lease premises, to incorporate Design Intent Drawings, Construction Drawings and Construction and Post Activities Paragraphs in the Lease Agreement, and to issue the Notice to Proceed with the construction of the lease premises.

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

SEE ATTACHED

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

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

LESSOR: Pavone Associates, LLC

BY

[Redacted Signature]

Manager

(Title)

IN PRESENCE OF

[Redacted Signature]

[Redacted Signature]

UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION

BY

[Redacted Signature]

(Signature)

Contracting Officer

(Official Title)

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1. The Lease is amended to include alterations as shown on the Design Intent Drawings provided by [REDACTED] dated March 1, 2012, attached hereto and labeled Exhibit "A". The Lessor agrees that the construction will be completed in three phases as shown on the attached "[REDACTED] Phase Plan" attached hereto and labeled Exhibit "B".
2. The construction plans dated March 8, 2012 shall be made part of this Agreement and hereinafter referred to as the "Final Construction Plans" attached hereto and labeled Exhibit "C".
3. Section 4, Design, Construction, and Post Award Activities attached hereto and labeled Exhibit "D" shall be incorporated into the Lease Agreement.
4. Based on the contract requirement the Government has reviewed the tenant improvement (TI) costs submitted by the Lessor and has determined that they are fair and reasonable. This Supplemental Lease Agreement represents the Notice to Proceed with the construction of the tenant improvements in the amount of \$55,528.00. This cost includes all tenant improvement costs to build the leased premises, including, but not limited to, all architectural and engineering fees, as well as filing, permit and expediter fees, labor, materials, overhead and profit. Upon execution by the Government, the Lessor is to proceed with the work to construct the space in accordance with the specifications set forth in the Lease and the Final Construction Plans.
5. Upon completion, inspection and acceptance of the space, the Government shall reimburse the Lessor for the tenant improvements as follows: The Lessor and the Government hereby agree that, based upon the final construction plans, the cost of the tenant improvements is \$55,528.00. The total tenant improvement amount of \$55,528.00 will be amortized into the rent over five (5) years at a rate of 5.75%.
6. Any additional change orders after the start of construction must be submitted in writing to the Contracting Officer for review and approval. The Lessor cannot proceed with the change unless agreed to in writing by the Contracting Officer. The consolidation of costs will be completed upon substantial completion of the space by the Lessor and acceptance by the Government, and the parties shall execute a Supplemental Lease Agreement setting forth the firm term of the Lease, the amortization of the tenant improvement allowance, and the annual rental rate.
7. 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.

AP 
Lessor/Gov't