

**GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL AGREEMENT
NO.4
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DATE

8/17/10

TO LEASE NO.
GS-03B-09311

ADDRESS OF PREMISES

30 Traut Road
Erie, PA 16415-2824

PDN# PS0017464

THIS AGREEMENT, made and entered into this date by and between **CBP Erie, LLC**

**80 Curtwright Drive, Suite 5
Williamsville, NY 14221-7055**

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 approve change orders, provide for lump sum payment and establish the base cost of services.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective June 07, 2010 as follows:

The following change orders have been approved:

1. Change Order #32 - The government requested the installation of systems furniture telecommunications/data wiring in rooms 103, 123, 125. This is a cost to the government in the amount of \$5,625.00. Please reference the PA [REDACTED] on page 7 of this Supplemental Lease Agreement.
2. Change Order #35 - The government requested the Lessor to supply and install a new rolling counter door in issue room 139. This is a cost to the government in the amount of \$2,107.00. Please reference the PA [REDACTED] on page 7 of this Supplemental Lease Agreement.
3. Change Order #41 - The government has requested changes the Lessor to supply and install a [REDACTED] to be delivered by freight. This is a cost to the government in the amount of \$4,900.00. Please reference the PA [REDACTED] on page 8 of this Supplemental Lease Agreement.
4. Change Order #42 - The government requested the Lessor to furnish and install [REDACTED]. This is a cost to the government in the amount of \$2,770.00. Please reference the PA [REDACTED] on page 8 of this Supplemental Lease Agreement.
5. Change Order #44 - The government requested the Lessor to furnish and install [REDACTED]. This is a cost to the government in the amount of \$6,886.00. Please reference the PA [REDACTED] on page 8 of this Supplemental Lease Agreement.
6. Change Order #45 - The government requested the Lessor to install; [REDACTED]. This is a cost to the government in the amount of \$11,125.00. Please reference the PA [REDACTED] on page 8 of this Supplemental Lease Agreement.
7. Change Order #49 - The government requested the Lessor to supply and install [REDACTED] and [REDACTED]. This is a cost to the government in the amount of \$1,135.00. Please reference the PA [REDACTED] on page 8 of this Supplemental Lease Agreement.

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ALL OTHER TERMS AND CONDITIONS OF THE LEASE SHALL REMAIN IN FULL FORCE AND EFFECT.

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

LESSOR: **CBP Erie, LLC**

BY [Signature]
(Signature)

VP
(Title)

IN PRESENCE OF (witnessed by):

Mary Beland
(Signature)

Admin. Assistant
(Title)

UNITED STATES OF AMERICA

BY [Signature]
(Signature)

Contracting Officer, GSA
(Official title)

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8. Change Order #51 - The government requested the Lessor to install the owner supplied [REDACTED] Disconnect and [REDACTED]. Reinstall all cabling and terminations. This is a cost to the government in the amount of \$7,016.00. Please reference the PA [REDACTED] on page 9 of this Supplemental Lease Agreement.
9. Change Order #52 - The government requested the Lessor to remove the existing screen and relocate end post, install new [REDACTED] paint new [REDACTED]. This is a cost to the government in the amount of \$5,880.00. Please reference the PA [REDACTED] on page 9 of this Supplemental Lease Agreement.
10. Change Order #54 - The government requested the Lessor to supply and install [REDACTED] different areas to address the [REDACTED]. This is a cost to the government in the amount of \$29,844.00. Please reference the PA [REDACTED] on page 9 of this Supplemental Lease Agreement.

The Government will pay a one time lump sum payment upon completion and acceptance of the approved change orders above in the amount of \$77,288.00 to be completed in accordance with the Tenant Improvement build out.

Upon completion of the work, the Lessor shall notify the contracting officer to arrange for an inspection. After inspection and acceptance of the work by the Government, a properly executed invoice shall be submitted at:

<http://www.finance.gsa.gov>

- OR -

a properly executed original invoice shall be forwarded to:

General Services Administration
Greater Southwest Region (7BCP)
P.O. Box 17181
Fort Worth, TX 76102-0181

If invoicing either electronically or by mail, a copy of the invoice must also be mailed to the Contracting Officer at:

GSA, Public Buildings Service
Real Estate Acquisition Division
20 North Eighth Street, 8th Floor
Philadelphia, PA 19107-3191
Attn: Maya Godelman

For an invoice to be considered proper, it must:

- ◆ Be received after the execution of this SLA,
- ◆ Reference the Pegasys Document Number (PDN) specified on this form,
- ◆ Include a unique, vendor-supplied, invoice number,
- ◆ Indicate the exact payment amount requested, and
- ◆ Specify the payee's name and address. The payee's name and address must EXACTLY match the Legal Business Name or DBA associated with it in Central Contractor Registration (CCR) for the DUNS included above.

Payment will be due within thirty (30) days after GSA's designated billing office receives a properly executed invoice or acceptance of the work by the Government, whichever is later.

A. Paragraph 10 of the Lease Rider is hereby amended by deleting the existing text in its entirety and inserting the following in lieu thereof:

"For purposes of determining the base rate for future adjustments to the operating cost the Government agrees that the base rate quoted on the "Lessor's Annual Cost Statement", (GSA Form 1217) dated, October 24, 2008 which is \$144,900.00 annually is acceptable. This figure includes the Government's pro-rata share of operating costs. The Government retains the right to inspect and review the Lessor's records to verify the costs listed on the GSA Form 1217 and/or to require a certified audit report. The basis for annual operating costs escalations will be the revised U.S. All Cities Average Consumer Price Index for Wage Earners and Clerical Workers.

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

Initials: WCS & MB
Lessor Gov't