

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO. 5

DATE
7/10/12

TO LEASE NO.
LVT04850

ADDRESS OF PREMISES

30 River Road, Essex Junction, Vermont

THIS AGREEMENT, made and entered into this date by and between
Pizzagalli Properties, LLC

whose address is 346 Shelburne Road, Suite 601
Burlington, Vermont 05401

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 July 6, 2012, as follows:

1. The Lessor shall supply all labor and materials to accomplish as set forth and contained in the attached Exhibit A in Supplemental Lease Agreement # 5 attached hereto and made a part hereof. All work shall be coordinated with Alan Bombardier, Construction Control Representative. Work is to be completed no later than July 27, 2012.
2. Upon completion of this work and approval of the same by the Government, the Government shall pay the Lessor \$2,840.50 in full consideration for this work performed. Request for payment shall be made by a submission of an invoice upon completion. Payment will be made within 30 days after receipt of the invoice and the inspection and acceptance of the work by the Government. Progress payments will not be allowed on this project.
3. NONPAYMENT FOR ADDITIONAL WORK: Any additional supplies or services or a change to work specified herein may be performed by the contractor, either at his/her own volition or at the request of an individual rather than a duly appointed Contracting Officer, except as may be explicitly authorized and will not be paid for. Only a duly appointed Contracting Officer is authorized to change the specifications, terms and conditions in this contract.

(CONTINUED)

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

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

LESSOR

BY

Michael Tomkowicz

Treasurer

(Title)

IN PRESEN

346 Shelburne Road, Suite 601, Burlington, VT
(Address) 05401

UNITED STATES OF AMERICA - GENERAL SERVICES ADMINISTRATION

BY

Contracting Officer

(Official Title)

Supplemental Agreement No. 5
Lease No. LVT04850

4. IMPORTANT CHANGES FOR INVOICING:

The original invoice should be forwarded to the address below.

General Services Administration
Greater Southwest Finance Center (7BCP)
P.O. Box 17181
819 Taylor Street
Fort Worth, TX 76102-0181

A copy of the invoice must also be sent to:

General Services Administration
P.O. Box 1368
Burlington, Vermont 05402

NOTE: THE CONTRACTOR MUST REFERENCE ON THEIR INVOICE THE PEGASYS DOCUMENT NUMBER (PDN) PS0023857

5. FAR 52.246-12 - Inspection of Construction and GSAR 552-246-72 Final Inspection and Test are incorporated herein and attached.

6. CONTRACTOR'S STATEMENT OF RELEASE: In consideration of the modification(s) agreed to herein as complete equitable adjustments for the Contractor's proposal for the work to be performed in accordance with SLA No. 5 the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to the proposal for adjustment.

