

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

SUPPLEMENTAL AGREEMENT
NO.2

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DATE

4/1/10

TO LEASE NO.

GS-03B-09311

ADDRESS OF PREMISES

30 Traut Road
Erie, PA 16415-2824

PDN# PS0016305

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 and provide for lump sum payment.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective March 18, 2010 as follows:

The following change order has been approved:

1. Change Order #1 - The Lessor proposed to use Split Faced Energy CMU Block in lieu of Brick on the Enclosed Parking Area. This is a credit to the government in the amount of \$68,549.20. Please reference the PA [REDACTED] on page 4 of this Supplemental Lease Agreement.
2. Change Order #2 - The Lessor proposed as part of his offer that the parking lot and roads would be concrete. The parking lot and roads have been changed to Asphalt. This is a credit to the government in the amount of \$51,514.95. Please reference the PA [REDACTED] on page 4 of this Supplemental Lease Agreement.
3. Change Order #3 - The government has requested changes from dry wall to masonry block in rooms 112, 140, 139 from wall type 3 and 4 to wall type 10 and 11. This is a cost to the government in the amount of \$44,639.55. Please reference the PA [REDACTED] on page 4 of this Supplemental Lease Agreement.
4. Change Order #4 - The government requested the addition of a [REDACTED] in the enclosed garage. This is a cost to the government in the amount of \$14,605.00. Please reference the PA [REDACTED] on page 4 of this Supplemental Lease Agreement.
5. Change Order #5R - The government requested the installation of a [REDACTED]. This is a cost to the government in the amount of \$175,167.86. Please reference the PA [REDACTED] on page 4 of this Supplemental Lease Agreement.
6. Change Order #6 - The government requested a change to the [REDACTED]. This is a cost to the government in the amount of \$63,250.00. Please reference the PA [REDACTED] on page 4 of this Supplemental Lease Agreement.
7. Change Order #9 - The government requested the Lessor supply and install [REDACTED] locations. This is a cost to the government in the amount of \$21,999.50. Please reference the PA [REDACTED] on page 5 of this Supplemental Lease Agreement.

Continued on page 2 of 7

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)

(Title)

IN PRESENCE OF (witnessed by):

(Signature)

(Title)

UNITED STATES OF AMERICA

BY

(Signature)

Contracting Officer, GSA
(Official title)

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8. Change Order #10 - The government requested the Lessor install a [REDACTED] g. This is a cost to the government in the amount of \$977.50. Please reference the PA [REDACTED] on page 5 of this Supplemental Lease Agreement.
9. Change Order #12 - The government requested the Lessor [REDACTED] This is a cost to the government in the amount of \$402.50. Please reference the PA [REDACTED] on page 5 of this Supplemental Lease Agreement.
10. Change Order #13R - The government requested the Lessor install [REDACTED] in rooms 131, 136, 137, and 144, to install [REDACTED] 123 and 125. This is a cost to the government in the amount of \$6,067.00. Please reference the PA [REDACTED] on page 5 of this Supplemental Lease Agreement.
11. Change Order #15R - The government requested the Lessor to supply and install additional [REDACTED] This is a cost to the government in the amount of \$31,308.00. Please reference the PA [REDACTED] on page 6 of this Supplemental Lease Agreement.
12. Change Order #15R-1 - The government requested the Lessor supply and install the additional [REDACTED] associated with Change Order #15R. This is a cost to the government in the amount of \$6,566.50. Please reference the PA [REDACTED] on page 6 of this Supplemental Lease Agreement.
13. Change Order #16 - The government requested the Lessor install a standing [REDACTED] k columns over proposed dog run. This is a cost to the government in the amount of \$37,456.56. Please reference the PA [REDACTED] on page 6 of this Supplemental Lease Agreement.
14. Change Order #17 - The government requested the Lessor supply and install a [REDACTED] above the ceilings in rooms 101, 115, 112, and 140. This is a cost to the government in the amount of \$2,535.75. Please reference the PA [REDACTED] on page 6 of this Supplemental Lease Agreement.
15. Change Order #19 - CBP requested the Lessor supply and install [REDACTED] This is a cost to the government in the amount of \$395.60. Please reference the PA [REDACTED] on page 7 of this Supplemental Lease Agreement.
16. Change Order #20 - The government requested the Lessor supply and install [REDACTED] in rooms 147, 148, 155, and 152. This is a cost to the government in the amount of \$4,272.25. Please reference the PA [REDACTED] on page 7 of this Supplemental Lease Agreement.
17. Change Order #21 - The government requested the Lessor supply and install [REDACTED] This is a cost to the government in the amount of \$2,304.60. Please reference the PA [REDACTED] on page 7 of this Supplemental Lease Agreement.
18. Change Order #23R - The government requested the Lessor to raise the high of wall type 12 from 5'4" to 8'0". This is a cost to the government in the amount of \$1,630.97. Please reference the PA [REDACTED] on page 7 of this Supplemental Lease Agreement.
19. Change Order #25 - The government requested the Lessor supply and install [REDACTED] This is a cost to the government in the amount of \$15,805.60. Please reference the PA [REDACTED] on page 7 of this Supplemental Lease Agreement.

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.

Initials: _____

Lessor

&

Gov't

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20. Change Order #26 – The government has decided not to install the [REDACTED] as part of this building and to reduce the fencing requirement. Since the Lessor has already installed reinforced concrete in this area the credit to the government is in the amount of \$12,995.00. Please reference the PA [REDACTED] on page 7 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 \$296,325.59 to be completed in accordance with the Tenant Improvement build out.

Upon completion of all the above referenced work, the Lessor shall notify the Contracting Officer for final inspection and acceptance of the space. After inspection and acceptance of these items and all other lease requirements, the Lessor must submit a properly executed invoice to the Greater Southwest Region (7BC), P.O. Box 17181, Fort Worth, Texas 76102-0181.

A properly executed invoice must reference the PDN number, lease, and SLA number and a description of the work and amount billed. A copy of the invoice must also be sent to the Contracting Officer at The Strawbridge's Building, 20 North 8th Street, Philadelphia, PA 19107. Payment in the above referenced amounts for these improvements will become due within thirty (30) days of acceptance of the work by the Government.

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.

Initials: west & MB
Lessor Gov't