

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT

DATE

NO. 03

August _____,
2012

TO LEASE NO.

GS-01B-04640

ADDRESS OF PREMISES:

510 Congress Street, Portland, ME 04101-3410

Building Number: ME4166

THIS AGREEMENT, made and entered into this date by and between **CENTER CITY PLAZA ASSOCIATES, LP** whose address is: 565 Congress Street, Suite 203, Portland, ME 04101-3308, 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, as follows:

1. The cost of construction was amended in SLA 02 due to change orders and other costs initiated by the Government. In the Notice to Proceed letter dated 7.28.2011, the project cost is \$567,778.00. This amount was amended to include the change orders(CO) as follows: CO1 - [REDACTED] / carpet spec change; CO2 - [REDACTED] /additional flooring; CO3 - [REDACTED] /mill work, and, CO5 - [REDACTED] /change in scope, and, administrative fees of [REDACTED], additional general conditions fee of [REDACTED], and an estimated materials and supplies pricing change of \$10,000.00. The total construction cost per SLA 02 was \$1,040,246.00.
2. The cost of construction is further amended by Change Order 6 in the amount of [REDACTED] for millwork as described in the change order. This amount shall be paid out of the [REDACTED] for pricing change listed above, so that the balance for supplies pricing change is \$3,343.00.
3. The cost of construction is further amended by Change Orders (CO) 7, 8 and 9. CO7 - [REDACTED] / electrical work, CO8 - [REDACTED] /millwork in the reception area, and CO9 - [REDACTED] /window treatments. The total amount due Lessor for these three change orders is \$29,465.95, which also includes [REDACTED] for inspection fees. This amount shall be reduced by the remainder of the supplies pricing change (\$3,343.00) and the general conditions fee [REDACTED], so that the balance due the Lessor is \$11,122.95. The total construction cost is \$1,051,368.95.
4. Lessor shall provide all labor, material, supervision, equipment and permits to accomplish these changes. All work shall be performed in accordance with the attached "GENERAL CONDITIONS FOR LEASE ALTERATIONS", attached hereto and incorporated herein by reference as Attachment 1.

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

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

LESSOR: **CENTER CITY PLAZA ASSOCIATES, LP**

BY _____

(Signature)

(Title)

IN PRESENCE OF

(Signature)

(Address)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

BY _____

Contracting Officer

George E. Welch

5. The Government shall pay the Lessor a lump sum total amount \$11,122.95 in consideration of the change orders and other fees and costs stated in Paragraph 3, above, for the work described in the change orders attached hereto and incorporated herein by reference. Payment for said services and product, whether in whole or in part, shall be by approved invoice. Invoice approval shall be accomplished by inspection and written acceptance of each invoice by the Contracting Officer. Approved invoices shall be sent directly to: General Services Administration, Greater Southwest Finance Center, FTS & PBS Payments Division (7BCP), 819 Taylor Street, PO Box 17181, Fort Worth, Texas 76102-0181 Tel. 819.978.2408. A copy of the invoice shall be sent to the Contracting Officer. Said invoice shall reference the following payment document number (PDN): _____.
6. This SLA 03 does not supercede any other paragraphs in SLA 02. Only the foregoing paragraphs are amended by SLA 03.

Lessor

Government