

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT  
NO. 6

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DATE

1/5/11

TO LEASE NO.

GS-03B-09311

ADDRESS OF PREMISES

7851 Traut Drive  
Fairview, PA 16415-2463

PDN#

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 incorporate changes to the GSA Form 3517.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective December 30, 2010 as follows:

- A. The following changes have been made to the General Clauses, Number 2 and Number 17 of this lease contained in document GSA Form 3517 which are hereby deleted and replaced with the following:

**2. SUBLETTING AND ASSIGNMENT:**

"The Government may sublet any part of the premises but shall neither relinquish any rights under this lease nor be relieved from any obligations under this Lease by reason of any such subletting. The Government may at any time assign this lease, but shall neither relinquish any protections under this Lease nor be relieved from any obligations under this Lease by reason of any such assignment; provided, however, that (1) upon the Government's request, the Lessor and the Government shall diligently, reasonably, and in good faith negotiate and agree on the form and substance of any documents relating to the assignment of the Lease by the Government; and (2) simultaneously with giving notice in writing of any default under or related to this Lease to the assignee, the Lessor shall deliver such notice in writing, to the Government and the Government shall have the same cure periods as that given to the assignee or as provided in the Lease, whichever is longer, to cure such default under the Lease."

**17. Fire and Casualty Damage:**

- (a) "If the said premise is totally destroyed by fire or other casualty, the Government shall have the right to terminate this Lease by written notice to Lessor in writing as soon as practicable within sixty (60) days after the occurrence of such event, provided however, if the Lessor certifies to the Government within thirty (30) days of such fire or other casualty that the premise can and will be repaired and restored within one (1) year of such fire or other casualty, then the provisions of subparagraph (b) shall apply. In the event the Government fails to provide written notice of termination as aforesaid or elects not to terminate this Lease or the Lessor has provided the certification set forth above, then the Lessor shall commence repair and restoration in accordance with subparagraph (b) below it being understood in such case that subparagraph (b) below shall apply and that all references to partial destruction in subparagraph (b) below shall be deemed to mean total destruction for purpose of this subparagraph (a).

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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)

IN PRESENCE OF (witnessed by):

(Signature)

(Title)

(Title)

UNITED STATES OF AMERICA

BY

(Signature)

Contracting Officer, GSA  
(Official title)

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- (b) In the event of partial destruction or damage that renders the entire premise untenable, as reasonably determined by the Government, then (1) the Lessor shall as soon as practicable within one (1) year of such partial destruction or damage, diligently commence the repair or restoration of the entire premises to a tenantable condition and shall complete such repair and restoration as soon as practicable with such one (1) year period by diligently commencement and continuous pursuit of such repair or restoration, (2) the rent during the period of partial destruction or damage shall be wholly abated during the period that such partial destruction or damage to any portion renders the entire premise untenable effective from the date of such partial destruction or damage, (3) the Government shall reoccupy the premises only upon completion, as reasonably determined by the Government, of such repairs or restoration with the one (1) year period identified in (a) and (b)(1) immediately above, and (4) the Government shall not be permitted to terminate this Lease during such one (1) year period as a result of such destruction or damage so long as the Lessor completes, as reasonably determined by the Government, such repair or restoration within such one (1) year period.
- (c) In the event of partial destruction or damage that renders a part of the premises untenable as reasonably determined by the Government then (1) the Lessor shall as soon as practicable within one hundred eighty (180) days of such partial destruction or damage, diligently commence the repair or restoration of such portion of the premises to the condition in which such part of the premises existed before destruction or damages and complete such repair or restoration within such one hundred eighty (180) day period by diligent commencement and continuous pursuit of such repair or restoration, (2) the rent during the period of partial destruction or damage shall be proportionately abated during the period that such part of the premises is untenable effective from the date of such partial destruction or damage, (3) the Government shall reoccupy such part of the premises upon completion of such repairs or restoration as reasonably determined by the Government, and (4) the Government shall not be permitted to terminate this Lease during such one hundred eighty (180) day period as a result of such destruction or damage so long as the Lessor completes, as reasonably determined by the Government, such repair and restoration within such one hundred eighty (180) day period. Solely for purposes of determining the proportion of the rent that shall be abated during such period of untenability, any part of the premises that have not been rendered untenable by such partial destruction or damage but the use of which by the Government is substantially related to and dependant upon the availability of such part of the premises that have been rendered untenable by such partial destruction or damage shall be, as reasonably determined by the Government, rendered untenable for such period of untenability.
- (d) As soon as practicable after a partial destruction or damage to the premise, but in no event more than thirty (30) days thereafter the Lessor shall provide to the Government a schedule and plan for accomplishing the repair or restoration. The Government shall have the right to review and approve such schedule and plan for repair or restoration of the premises with the Government's approval not to be unreasonably withheld, conditioned, or delayed.
- (e) Nothing in this Lease shall have construed as relieving Lessor from liability for damage to or the destruction of property of the United States of America caused by the Government or its employees.
- (f) In the event of a fire or other casualty not caused by the Government or its employees which renders all or a portion of the premises untenable, but with respect to which the Lease is not terminated and the premises will be repaired and restored and the Government will reoccupy the damaged portion of the premises as provided in subparagraphs (b) or (c) above, Lessor, to the extent of Insurance proceeds available therefore, will reimburse the Government for reasonable moving and temporary relocation, costs and expenses (which shall not include any rental expense to provide temporary premises other than rental cost in excess of rent abated as a result of the casualty, and costs to replace personal property damaged or destroyed as a result of the casualty or an cost to repair or restore the premises to the condition such premises was in prior to the casualty, but shall include all third party cost incurred by the Government to provide temporary replacement premises for the tenant agency occupying the premises until such premises has been repaired or restored to the condition such premises were in prior to the casualty and is again ready for Government occupancy) the Government may incur in connection with the casualty affecting the said premises. To the extent such moving and temporary relocation cost exceed available insurance proceeds the Government shall have the option (to be exercised no later than six months following the acceptance of the premises following the casualty) to extend the term of the Lease for a number of days equal to the rental value of the amount of such excess costs. During such Lease extension the total annual rent payable to the Government shall be equal to the base operating expenses as escalated to the date of such extension period. The Lessor agrees to procure a policy in the amount of \$3,700,000.00 which will name the Government as an also insured and will be available to reimburse Lessor for various costs and expenses associated with a casualty including reasonable moving and temporary relocation costs and expenses of the Government which it may incur in connection with a casualty affecting the premises. Such reimbursement shall not be the Government's exclusive remedy provided in the preceding sentences, the Government shall have no rights to the proceeds of the Lessor's insurance of the payment of said moving/relocation cost"

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

Initials:

  
Lessor

&

  
Gov't

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- B. Monetary Considerations for Change to the General Clauses: In exchange for the changes listed in Paragraph A of Supplement Lease Agreement Number 6, the Lessor shall forego it request for an additional \$9,032/annum of operating cost increase over the total term of the Lease. Operating cost and operating cost base year will remain as described in the current Lease and no changes will be made.

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: NEB & MG  
Lessor Gov't