

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO.3

Page 1 of 6

DATE

5/5/10

TO LEASE NO.
GS-03B-09311

ADDRESS OF PREMISES 30 Traut Road
Erie, PA 16415-2824

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 establish the square footage, lease term, annual rent, incomplete items completion date, final certificate of occupancy completion date, and the repainting of privacy screens and benches.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is hereby amended effective April 29, 2010 as follows:

A. Paragraph 1 of Standard Form 2 of the Lease is hereby amended by deleting the existing text in its entirety and inserting the following in lieu thereof:

* The lessor hereby leases to the Government the following described premises:

30,000 Rentable square feet of office yielding 28,900 ANSI BOMA office area square feet and related space in Fairview Business Park located at 30 Traut Road, Erie, PA, 16415 to be used for such purposes as determined by the General Services Administration."

Included in the rent at no additional cost to the government are 74 surface parking spaces.

B. Paragraph 2 of Standard Form 2 of the Lease is hereby amended by deleting the existing text in its entirety and inserting the following in lieu thereof:

* TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on April 29, 2010 through April 28, 2030 subject to termination and renewal rights as may be hereinafter set forth.

The Government may terminate this lease at any time after the fifteenth (15) full year of occupancy upon 90 days written notice to the Lessor. No rental shall accrue after the effective date of termination (this includes any Tenant Improvement costs amortized in the rent in years 16-20). Said notice shall be computed commencing with the day after the date of mailing."


Continued on Page 2 of 6.

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)

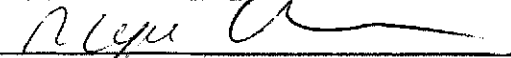
IN PRESENCE OF (witnessed by):


(Signature)


(Title)

UNITED STATES OF AMERICA

BY


(Signature)

Contracting Officer, GSA
(Official title)

SUPPLEMENTAL LEASE AGREEMENT
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TO LEASE NO. GS-03B-09311

- C. Paragraph 3 of Standard Form 2 of the Lease is hereby amended by deleting the existing text in its entirety and inserting the following in lieu thereof:

"The Government shall pay the Lessor annual rent of \$818,991.11 for years 1 -20 at the rate of \$68,249.26 per month. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

CBP Erie, LLC
80 Curtwright Drive, Suite #5
Williamsville, NY 14221-7055"

- D. Paragraph 12 of the Lease Rider is hereby deleted and the following is inserted in lieu thereof:
"12. Rent shall be paid at the following rates:

Years 1 through 20:

Shell Rent: \$585,000.00 annually

Amortized cost for Tenant Alteration Allowance: \$89,091.11 annually

Interest rate at which Tenant Alterations are amortized: 6.5% (TI Loan Amount \$89,091.11)

Cost of Services: \$144,900.00 annually

"The first six months of the lease shall be free of any and all rent (including shell, operating and tenant improvement costs).

- E. The Incomplete Items List dated April 29, 2010 must be completed by June 1, 2010.

- F. The Final Certificate of Occupancy must be received by June 30, 2010.

- G. The painted privacy screens and painted benches that were supposed to be stainless steel according to Change Order #20 in the processing area shall be repainted at the expense of the Lessor when requested 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:

WOT
Lessor

&

MB
Gov't